

SOUTH FLORIDA
REGIONAL TRANSPORTATION
AUTHORITY

GOVERNING BOARD

REGULAR MEETING AGENDA
SEPTEMBER 22, 2006
9:30 a.m.

South Florida Regional Transportation Authority
Board Room
800 NW 33rd Street
Suite 100
Pompano Beach, FL 33064

SFRTA BOARD MEETINGS ARE SCHEDULED ON THE FOURTH FRIDAY OF EACH MONTH AT 9:30 A.M. FOR FURTHER INFORMATION CALL (954)942-RAIL (7245). TIME OF MEETINGS SUBJECT TO CHANGE.

SFRTA Board Members

Commissioner Bruno Barreiro
James A. Cummings
Marie Horenburger

Neisen Kasdin
Commissioner Jeff Koons
John Martinez

George Morgan, Jr.
Commissioner James Scott, Chair
Bill T. Smith

Executive Director

Joseph Giulietti

GOVERNING BOARD REGULAR MEETING
OF SEPTEMBER 22, 2006

The meeting will convene at 9:30 a.m., and will be held in the Board Room of the South Florida Regional Transportation Authority, Administrative Offices, 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

DISCUSSION ITEMS

MATTERS BY THE PUBLIC – Persons wishing to address the Board are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

- C1. [MOTION TO APPROVE](#): Minutes of Governing Board’s Regular Meeting of August 25, 2006.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1.

- A. MOTION TO APPROVE: Evaluation Criteria for Issuance of Request for Proposal No. 06-848 for Maintenance of Way Services for the South Florida Rail Corridor (Exhibit 1).
- B. MOTION TO APPROVE: Evaluation and Selection Committee for the analysis and ranking of Proposals for Request for Proposal No. 06-848 for Maintenance of Way Services for the South Florida Rail Corridor. The proposed committee members include: Daniel Mazza, SFRTA Director of Engineering and Construction; Michael Zeitz, SFRTA Engineering Project Manager; Edward Byers, SFRTA Operations Manager; a Representative from the Florida Department of Transportation (FDOT), and ~~John Cawthray, Bergmann Associates~~ Bradley Barkman, SFRTA Director of Operations (Exhibit 2)

Department: Engineering and Construction
P.E.

Department Director: Daniel R. Mazza,

Project Manager: Michael Zeitz

Procurement Director: Christopher Bross

R2.

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority and the Florida Department of Transportation to provide funding for Maintenance, Inspection, and Dispatching Services associated with the New River Bridge Carve Out in the amount of \$1,300,000.00.

Department: Legal/Executive Office
Project Manager:

Executive Director: Joseph Giuliatti
Procurement Director: Christopher C. Bross

R3.

- A. MOTION TO APPROVE: Evaluation Criteria for Issuance of Request for Proposal No. 06-101 for Dispatching Services for the South Florida Rail Corridor (Exhibit 1).
- B. MOTION TO APPROVE: Evaluation and Selection Committee for the analysis and ranking of Proposals for Request for Proposal No. 06-101 for Dispatching Services for the South Florida Rail Corridor. The proposed committee members include: Bradley Barkman, SFRTA Director of Operations; Edward Woods, SFRTA Director of Finance & Information Technology; Edward Byers, SFRTA Operations Manager; Michael Zeitz, SFRTA Engineering & Construction Project Manager and a Representative from the Florida Department of Transportation (FDOT) (Exhibit 2)

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

R4.

MOTION TO APPROVE: The First Renewal to Agreement No. 04-615 between South Florida Regional Transportation Authority and Ericks Consultants, Inc. for State and Tri-County Legislative Consultant Services, to exercise the first of three (3) one (1) year renewal options extending the term through October 31, 2007, in the fixed annual amount of \$150,000.

Department: Planning and Capital Development
Project Manager: Michelle M'Sadoques

Department Director: Jack Stephens
Procurement Director: Chris Bross

R5.

A. MOTION TO APPROVE: Scope of Services for Request for Proposal (RFP) No. 06-621 to obtain Federal Legislative Consultant Services. Any resultant contract shall be for an annualized fixed price amount and shall be for a period of two (2) years with three (3) one (1) year options.

B. MOTION TO APPOINT: Selection and Evaluation Committee for the analysis and ranking of proposers for Federal Legislative Consulting Services. The members include: Jack Stephens, Deputy Executive Director; Bill Cross, Manager of Planning and Capital Development; and Cheryl Clark, Government Affairs Manager.

Department: Planning & Capital Development
Project Manager: Cheryl Clark

Department Director: Jack Stephens
Procurement Director: Chris Bross

R6.

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Broward County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

R7.

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Miami-Dade County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

R8.

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Palm Beach County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

R9.

MOTION TO APPROVE: The replacement of Evaluation and Selection Committee member James Fourcade, BCT Transit Manager of Maintenance, with Bradley Barkman, SFRTA Director of Operations, for the analysis and ranking of proposals for the Universal Automated Fare Collection System.

Department: Executive
Project Manager: Renee Mathews

Department Director: Joe Giulietti
Procurement Director: Christopher Bross

R10.

A. **MOTION TO APPROVE:** Agreement between SFRTA and FDOT for Capital Project Funding in the amount not-to-exceed \$14 million, substantially as shown in Exhibit 1 (the “Agreement”) and delegating to the Construction Oversight Committee (“COC”) the authority to negotiate and finalize the Agreement, and the associated project list, as stated herein.

B. **MOTION TO APPROVE:** Amending the previous delegation to the Construction Oversight Committee regarding Segment 5 claims to take into consideration the terms of the Agreement.

Department: Legal
Project Manager:

Department Director:
Contracts Director:

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. PROPERTY COMMITTEE
- B. CONSTRUCTION OVERSIGHT COMMITTEE
- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- I-1. [INFORMATION](#) – Equal Employment Opportunity Report Year End 2005
- I-2. [PRESENTATION](#) – Planning & Capital Development Department Activities
- I-3. [PRESENTATION](#) – South Florida East Coast Corridor Regional Transit Analysis Study Update

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

- A. [ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS](#) – August
- B. [RIDERSHIP GRAPHS](#) – August
- C. [ON-TIME PERFORMANCE GRAPHS](#) – August
- D. [MARKETING MONTHLY SUMMARY](#) – August
- E. [BUDGETED INCOME STATEMENT](#) – August
- F. [PAYMENTS OVER \\$2,500.00](#) – August
- G. [REVENUE AND FARE EVASION REPORTS](#) – August
- H. [SOLICITATION SCHEDULE](#) – August
- I. [CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY](#) - August
- J. [CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE](#) – August

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

BOARD MEMBER COMMENTS

ADJOURNMENT

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this proceeding, must at least 48 hours prior to the meeting, provide a written request directed to the Executive Office at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida, or telephone (954) 942-RAIL (7245) for assistance; if hearing impaired, telephone (800) 273-7545 (TTY) for assistance.

Any person who decides to appeal any decision made by the Governing Board of the South Florida Regional Transportation Authority with respect to any matter considered at this meeting or hearing, will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Persons wishing to address the Board are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD REGULAR MEETING
OF AUGUST 25, 2006

The regular Meeting of the South Florida Regional Transportation Authority Governing Board was held at 9:30 a.m. on Friday, August 25, 2006 in the South Florida Regional Transportation Authority Board Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

BOARD MEMBERS PRESENT:

Bruno Barreiro, Vice-Chair - Miami-Dade County Commissioner – *arrived at 9:51 am*
 James A. Cummings, Citizen Representative, Broward County
 Marie Horenburger, Citizen Representative, Palm Beach County – *arrived at 9:51 am*
 Neisen Kasdin, Citizens Representative, Miami-Dade County – *Via Teleconference*
 George Morgan, Governor's Appointee
 James A. Scott, Chair - Broward County Commissioner
 Bill T. Smith, Governor's Appointee

BOARD MEMBERS ABSENT:

Jeff Koons, Palm Beach County Commissioner
 John Martinez, District Secretary, Florida Department of Transportation

ALSO PRESENT:

Joseph Giulietti, Executive Director, SFRTA
 Jack Stephens, Deputy Executive Director, SFRTA
 Bonnie Arnold, Director of Marketing, SFRTA
 Brad Barkman, Director of Operations, SFRTA
 Chris Bross, Director of Procurement, SFRTA
 Mary Jane Lear, Director of Human Resources, SFRTA
 Renee Matthews, Special Projects Manager, SFRTA
 Dan Mazza, Director of Engineering and Construction, SFRTA
 Edward Woods, Director of Finance & IT, SFRTA
 Mr. Jeffrey Olson, Staff Counsel, SFRTA
 Teresa Moore, General Counsel, SFRTA
 Diane Hernandez Del Calvo, Director of Administration/EEO, SFRTA
 Sandra Thompson, Executive Administrative Coordinator, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 9:40 a.m. The Chair announced that two board members were within ten minutes of arrival to establish a quorum; therefore Mr. Giulietti was requested to present the informational items.

PLEDGE OF ALLEGIANCE

OUT OF ORDER

The Chair recognized Mr. Joe Giuliatti, SFRTA Executive Director for informational items.

Mr. Giuliatti informed that a Life Saving Act/Certificate of Distinction was awarded to Wackenhut Officer Alfonzo Candelaria for his quick action in preventing a young woman from committing suicide.

Mr. Giuliatti informed that the SFRTA Marketing Department had won the First Place APTA Add-Wheel Competition Marketing Award for the 5th consecutive year. The winning entry was in the print category for the direct marketing promotion of the Employer Discount Program. The campaign featured, "Aviator Dog – We get you there faster."

Mr. Giuliatti reported that Tri-Rail has carried over 13,000 daily riders for the past two days. Projections for the month of August are up 37.2%. June and July ridership were up 35%. Mr. Giuliatti recognized that increased gas prices, and the completion of the double-tracking and the marketing campaign are causes for the increase in ridership.

Mr. Giuliatti stated that On-time-Performance is in the high 70% range. SFRTA is striving to be in the 90% range. The delays are in the 5 minute range and not in the 20 to 60 minute range as they were a year ago.

Board Member Morgan inquired as to the cause of the delays.

Mr. Giuliatti responded that 42 delays were due to CSXT; 28 to signal problems; 21 due to switches out; 17 to maintenance and 17 to weather. This is a factual report and these delays due to CSXT are not within our agreement and a compelling reason to move forward to Phase B.

The Chair inquired as to the status of Phase B.

Mr. Giuliatti stated that on the Governor's report, CSXT is willing to accept the labor protection clause associated with moving to Phase B.

The Chair established a quorum at 9:51 a.m. with the arrival of Vice-Chair Commissioner Barreiro and Board Member Horenburger.

AGENDA APPROVAL – Additions, Deletions, Revisions

The Chair announced the deletion of the Discussion Item regarding the Broward County 1-cent sales tax.

Mr. Giuliatti requested the deletion and addition to the Agenda:

Deletion: Agenda Item R4: MOTION TO APPROVE: Schedule I to Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of

the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station, and authorize the Executive Director to sign the final Development & Lease Agreement in substantially the format presented.

Addition: Agenda Item R5: MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in the amount of \$4,159,000 for Operating Funds and \$2,670,000 for Capital Contribution. This Agreement commences July 1, 2006 and ends June 30, 2007.

Board Member George Morgan moved for approval of the Agenda as revised.

The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Board Member, however, that item may be removed from the Consent Agenda and considered separately.

C1. MOTION TO APPROVE: Minutes of Governing Board Regular Meeting of June 23, 2006.

Board Member Bill Smith moved for approval of the Consent Agenda.

The motion was seconded by Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

- R1. MOTION TO APPROVE: South Florida Regional Transportation Authority (SFRTA) expenditure of \$6,000,000 of SFRTA's county contribution capital funds to match with \$12,000,000 of Federal funds and \$6,000,000 of Florida Department of Transportation (FDOT) Funds (all fiscal year 2006/2007) for the purpose of purchasing additional rolling stock for Tri-Rail operations.

Board Member Bill Smith moved for approval. The motion was seconded

by Board Member Jim Cummings.

Mr. Giulietti added that SFRTA was fortunate in that FDOT Districts IV and VI had additional TRIPS funds and that the SEFTC Committee agreed to offer these funds to SFRTA. SFRTA had programmed to add additional cars in the future. With these additional funds from the state and federal government, SFRTA is able to utilize the volume purchase power with Los Angeles and move this purchase up to this year.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R2. MOTION TO APPROVE: South Florida Regional Transportation Authority Transit Development Plan, FY 2006-2011 Minor Update.

Board Member Jim Cummings moved for approval. The motion was seconded by

Board Member Marie Horenburger.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

- R3. MOTION TO APPROVE: Modification No. 2 to Grant Agreement Number 05DS-2S-13-00-20-169 between the South Florida Regional Transportation Authority (SFRTA) and the State of Florida Department of Community Affairs (DCA) for financial assistance for Security Initiatives granting a time extension until September 30, 2006.

Mr. Giulietti explained that this was a previously approved Board Item. Mr. Giulietti requested an extension from the Board till the end of September 2006, so that the installations can be completed under this Agreement with the funds granted. He informed that inquiry was made as to how long the cameras record and retain information. In the event of an incident, there is a thirty (30) day window of opportunity to retrieve any information necessary.

Board Member Bill Smith moved for approval. The motion was seconded

by Board Member Jim Cummings.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

Board Member Smith commented that it is his understanding that the agency received these funds under a Homeland Security Grant therefore; the Agency should announce to the public that Tri-Rail trains are safer due to this new benefit.

Board Member Horenburger inquired as to the length of holding the recorded data.

Mr. Giulietti stated that information is stored up to 30 days unless a special request is made to keep it for a longer period of time. The information is the placed on disk and can be retained indefinitely.

R4. DELETED

R5. MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority (SFRTA) and Palm Beach County in the amount of \$4,159,000 for Operating Funds, and \$2,670,000 for Capital Contribution. This Agreement commences July 1, 2006 and ends June 30, 2007.

Board Member Marie Horenburger moved for approval. The motion was seconded by Board Member Bill Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

COMMITTEE REPORTS / MINUTES

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. PROPERTY COMMITTEE

The Chair commented that at the SFRTA Property Committee Meeting this morning, an agreement was not reached between SFRTA and Boca Tri-Rail Center, L.L.C. on the Boca Raton Station. The Committee has requested staff to go to the City of Boca Raton to request an update on the parameters of the site.

Board Member Horenburger stated that there is signage as to the development of the site.

The Chair requested staff to review any signage.

Board Member Morgan stated that the SFRTA Property Committee needs to be pro-active with the City of Boca Raton to reevaluate the potential and development plan for this property. As for further consideration, the SFRTA Property Committee will be looking at the entire inventory of property along the corridor and properties owned by FDOT in order to be pro-active in enhancing the corridor and the communities that Tri-Rail serves along the corridor. The development plan will include a broader approach.

The Chair commented that the SFRTA Property Committee will review station development possibilities, prioritize and inform the Board as to new or expanded stations in conjunction with the Park-n-Ride Program, land use and community needs. The Chair thanked Mr. Reeder Glass and Board Member Morgan for all their time and efforts put into the Boca Raton negotiations.

B. CONSTRUCTION OVERSIGHT COMMITTEE

Board Member Cummings reported that the Committee is within 30 days of a settlement with the contractor on the Segment 5 negotiations. He stated that the New River Bridge is behind schedule and due to be completed in the first quarter of 2007.

- C. PLANNING TECHNICAL ADVISORY COMMITTEE
- D. MARKETING COMMITTEE
- E. OPERATIONS TECHNICAL COMMITTEE
- F. CITIZENS ADVISORY COMMITTEE
- G. AUDIT COMMITTEE
- H. LEGISLATIVE COMMITTEE
- I. ADVISORY COMMITTEE FOR PERSONS WITH DISABILITIES

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

I-1. INFORMATION – Disadvantaged Business Enterprise Overall Goal for Fiscal Year 2007

Mr. Giulietti stated the report gives the history of the goals and that the Agency is projecting a 10% goal to be met in 2007.

I-2. INFORMATION – May 2006 Marketing Campaign Final Report

MONTHLY REPORTS

Action not required, provided for information purposes only. If discussion is desired by any Board Member, however, that item may be considered separately.

A. ENGINEERING & CONSTRUCTION MONTHLY PROGRESS REPORTS – June and July

B. RIDERSHIP GRAPHS – June and July

Mr. Giulietti stated that the ridership for June and July was up over 30% and August coming in at 37%.

C. ON-TIME PERFORMANCE GRAPHS – June and July

D. MARKETING MONTHLY SUMMARY – June and July

E. BUDGETED INCOME STATEMENT – June and July

F. PAYMENTS OVER \$2,500.00 – June and July

G. REVENUE AND FARE EVASION REPORTS – June and July

H. SOLICITATION SCHEDULE – June and July

I. CONTRACT ACTIONS EXECUTED UNDER THE EXECUTIVE DIRECTOR'S AUTHORITY - June and July

J. CONTRACT ACTIONS EXECUTED UNDER THE CONSTRUCTION OVERSIGHT COMMITTEE – June and July

OTHER BUSINESS

EXECUTIVE DIRECTOR REPORTS/COMMENTS

LEGAL COUNSEL COMMENTS

CHAIR COMMENTS

The Chair directed staff to contact FDOT regarding the FEC. He stated the Board would like to be pro-active in regards to the Property Committees earlier statement. The Chair inquired if there are any Board members that would like to spearhead this effort.

Board Member Morgan stated the expansion of the system is of great importance. This acquisition/expansion is critical to the Agency's needs. Mr. Morgan stated that he would be willing to participate.

Board Member Horenburger informed the Chair that she would participate also.

The Chair announced that there have been problems in scheduling the board members for the Visioning Retreat in September. The Chair stated that within the near future the Board would know more about the stations, expansion progress and the FEC, the Board then can hold an expanded meeting.

BOARD MEMBER COMMENTS

Board Member Cummings inquired if the Governor's office has been contacted to determine the status of the FEC negotiations and what SFRTA involvement will be in those negotiations.

The Chair stated that it would be beneficial for SFRTA to be involved.

Board Member Cummings stated that he understood that during the Orlando/CSXT negotiations, that SFRTA was not involved. He added that the FEC is a critical part of the SFRTA system and that SFRTA should be involved in the negotiations.

Mr. Giulietti informed that he was not involved in the Orlando negotiations. Mr. Giulietti also informed that he is no longer under a confidentiality agreement.

The Chair commented that the FEC is on the SFRTA's radar and the Agency needs to let them know its interest and willingness in participating in the FEC acquisitions.

Board Member Morgan stated that he had met with the Secretary of Transportation, who let him know that the acquisition of the FEC in the tri-county area is in process. Board Member Morgan stated that SFRTA's Committees and Board should be pro-active with this issue.

Board Member Smith stated that the SFRTA needs to link the seaports, airports with the rails.

Commissioner Barreiro stated that SFRTA needs to be a part of the FEC negotiations. The FEC corridor should be working with the SFRTA and the surrounding communities to be inclusive in the negotiations.

Mr. Giulietti added that due to the FDOT study, FDOT has had great cooperation with the FEC. SFRTA is not currently involved at this stage of the negotiations, but is informed.

PUBLIC COMMENT

Mr. Daniel Glickman of Deerfield Beach, Florida addressed the Board. He stated that he has attended the Broward and Palm Beach MPO meetings. He stated that in regards to the FRA "Quiet Zone Rule," which has been in effect for over a year, there is not sufficient leadership of the SFRTA in setting mandates to the communities.

The Chair stated that with the Boards permission, he would inquire as to the status of the FEC negotiations.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:40 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REQUEST FOR PROPOSAL NO. 06-848
MAINTENANCE OF WAY SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

REQUESTED ACTION:

- A. MOTION TO APPROVE: Evaluation Criteria for Issuance of Request for Proposal No. 06-848 for Maintenance of Way Services for the South Florida Rail Corridor (Exhibit 1).
- B. MOTION TO APPROVE: Evaluation and Selection Committee for the analysis and ranking of Proposals for Request for Proposal No. 06-848 for Maintenance of Way Services for the South Florida Rail Corridor. The proposed committee members include: Daniel Mazza, SFRTA Director of Engineering and Construction; Michael Zeitz, SFRTA Engineering Project Manager; Edward Byers, SFRTA Operations Manager; a Representative from the Florida Department of Transportation (FDOT), and ~~John Cawthray, Bergmann Associates~~ Bradley Barkman, SFRTA Director of Operations (Exhibit 2)

SUMMARY EXPLANATION AND BACKGROUND:

On May 27, 2005 the SFRTA Board approved an item authorizing all procurements necessary for the New River Bridge Carve-out. On December 10, 2004 the SFRTA Board approved the item for an RFP for Maintenance of Way (MOW) Services for the full South Florida Rail Corridor (SFRC) with the implementation of Phase B.

Under RFP No. 06-848 Firms will be required to propose MOW services on both the New River Bridge Carve-out (Phase I) and the full SFRC (Phase II). Staff is recommending the attached Request for Proposal (RFP) Evaluation Criteria and Evaluation Selection Committee to evaluate proposals.

Department: Engineering and Construction
P.E.

Department Director: Daniel R. Mazza,

Project Manager: Michael Zeitz

Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be provided through a separate FDOT JPA.

EXHIBITS ATTACHED: Exhibit 1 – Evaluation Criteria
 Exhibit 2 – Background of SFRTA Evaluation and Selection Committee Members

REQUEST FOR PROPOSAL NO. 06-848
MAINTENANCE OF WAY SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

Recommended by: Daniel Mays 9/13/06
Department Director Date

Approved by: [Signature] 9/13/06
Contracts Director Date

Authorized by: [Signature]
Executive Director Date 9/13/06

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro ____ Yes ____ No
James A. Cummings ____ Yes ____ No
Marie Horenburger ____ Yes ____ No
Neisen Kasdin ____ Yes ____ No
Bill T. Smith ____ Yes ____ No

Commissioner Jeff Koons ____ Yes ____ No
John Martinez ____ Yes ____ No
George A. Morgan, Jr. ____ Yes ____ No
Commissioner James A. Scott ____ Yes ____ No

Tracking No. 09220662

AGENDA ITEM NO. R1

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REQUEST FOR PROPOSAL NO. 06-848
MAINTENANCE OF WAY SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

Recommended by: _____
 Department Director Date

Approved by _____
 Contracts Director Date

Authorized by: _____
 Executive Director Date

Approved as to Form by _____
 General Counsel Date

[Signature] 9/11/06
 General Counsel Date

Board Action

Approved. ☐ Yes ☐ NoVote ☐ Unanimous

Amended Motion:

Commissioner Bruno Barciro ☐ Yes ☐ No
 James A. Cummings ☐ Yes ☐ No
 Marie Horenburger ☐ Yes ☐ No
 Nelson Kasdin ☐ Yes ☐ No
 Bill T. Smith ☐ Yes ☐ No

Commissioner Jeff Koons ☐ Yes ☐ No
 John Martinez ☐ Yes ☐ No
 George A. Morgan, Jr. ☐ Yes ☐ No
 Commissioner James A. Scott ☐ Yes ☐ No

EVALUATION CRITERIA MAINTENANCE OF WAY SERVICES

The criteria outlined below will be used in evaluating the Proposal responses. **All** criteria are important.

(1) QUALIFICATIONS AND EXPERIENCE OF FIRM. (Maximum 25 points)

- Extent, relevance, and success of the Firm's experience with projects of comparable size and complexity.
- Prior experience as it relates to other railroads or rail transit properties.
- Proposed organizational chart; including reporting relationships, number of employees by labor category, and geographic location of all personnel.
- Familiarity with Federal Railroad Administration (FRA), Association of American Railroads (AAR), and American Railway Engineering and Maintenance-of-Way Association (AREMA) standards.

(2) OVERALL PROJECT APPROACH. (Maximum 25 points)

- Understanding of the required Scope of Services.
- Firm's proposed means and capabilities to be used in accomplishing the tasks in the Scope of Services.
- Available resources for maintenance functions.
- Firm's ability and history to respond to emergency situations.
- Means of coordination and communication between Firm and SFRTA.
- Plan for compliance with all rules, standards, procedures, and requirements.
- Quality Assurance Program

(3) COST. (Maximum 20 points)

Includes the completion of all cost matrixes, which consists of items such as mobilization costs, base level costs, and anticipated extra work costs by individual year for both Phase I (New River Bridge Carve-Out Maintenance) and Phase II (Full South Florida Rail Corridor Maintenance).

(4) KEY MANAGEMENT PERSONNEL. (Maximum 15 points)

- Skills and experience of Key Management Personnel regarding similar projects.
- Experience of Key Management Personnel coordinating with contractors, subcontractors, and government agencies.
- Firm's ability and history to recruit, train, and retain qualified staff in Key Management positions.

(5) HEALTH & SAFETY and DRUG & ALCOHOL PROGRAMS. (Maximum 15 points)

- Evaluation of Firm's existing health & safety program(s), safety plan(s), and drug & alcohol program(s).
- Firm's prior safety accomplishments.
- Firm's OSHA safety and accident history. The Firm's OSHA incident record log for the past 5 years must be submitted with the proposal.
- Firm's proposed health & safety and drug & alcohol training programs.

**BACKGROUND OF SFRTA EVALUATION AND SELECTION COMMITTEE MEMBERS
MAINTENANCE OF WAY SERVICES FOR SOUTH FLORIDA RAIL CORRIDOR
NO. 06-848**

Daniel R. Mazza, P.E.	<u>Director of Engineering and Construction for SFRTA.</u> Mr. Mazza's responsibilities include overseeing the design and construction of SFRTA's capital program. Totalling over \$400 million, some of the projects included in SFRTA's capital program are the Segment 5 project, New River Bridge project, and Golden Glades Station Improvements. Mr. Mazza has over 18 years experience in transportation design, construction, and project management, including seven years as project manager for Segments 1- 4 of SFRTA's Double Tracking Improvement Program.
Michael Zeitz	<u>Engineering & Construction Project Manager for SFRTA</u> Mr. Zeitz's responsibilities include preparation, transition and implementation of Phase B and Project Manager of the New Pompano Park & Ride lot. Mr. Zeitz has over 15 years of Railroad experience, including 9 years with CSXT performing signal installations and maintenance on the South Florida Rail Corridor. Mr. Zeitz was also part of the oversight team on the Segment 5 Corridor Signalization & Civil Engineering Projects in Palm Beach County.
Edward Byers	<u>Operations Manager for SFRTA</u> Mr. Byers is responsible for managing SFRTA/Tri-Rail's Contract Operator in providing commuter rail service. He also oversees the operation of shuttle bus transportation to and from SFRTA/Tri-Rail stations. Mr. Byers has been employed with SFRTA for over 7 years and possesses 17 years of public transit experience.
FDOT Representative	Pending
John E. Cawthray	<u>Bergmann Associates</u> Mr. Cawthray brings 30 years of railroad experience performing and overseeing track maintenance for the Penn Central Railroad; Conrail/Amtrak and Southeastern Pennsylvania Transit Authority. Mr. Cawthray has a strong working knowledge of FRA technical inspections and reporting requirements (and is currently FRA qualified); project estimating and cost, contract administration and safety compliance. Mr. Cawthray is currently part of the Project Management Team responsible for the coordination, development, and implementation needed for the Phase B transition.

Bradley Barkman

Director of Operations for SFRTA

Brad is responsible for overseeing the entire operation of SFRTA's commuter services. He has been employed with SFRTA for 6 years and possesses over 20 years of railroad experience. Prior to coming to SFRTA, he served as Assistant Chief Mechanical Officer and Operations Manager at MARC Train Service in Baltimore.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

JOINT PARTICIPATION AGREEMENT (JPA)
NEW RIVER BRIDGE CARVE-OUT

REQUESTED ACTION:

MOTION TO APPROVE: Joint Participation Agreement (JPA) between the South Florida Regional Transportation Authority and the Florida Department of Transportation to provide funding for Maintenance, Inspection, and Dispatching Services associated with the New River Bridge Carve Out in the amount of \$1,300,000.00.

SUMMARY EXPLANATION AND BACKGROUND:

On June 30, 2005, the Florida Department of Transportation (FDOT) and CSX Transportation, Inc. (CSXT) entered into an agreement to partially implement Phase B for the New River Bridge Carve-Out. FDOT desires to have the SFRTA undertake certain activities regarding the management, maintenance, and dispatching of the NRB Carve-Out. This JPA outlines the responsibilities of both the SFRTA and FDOT in regards to the NRB Carve-Out and funds all costs associated with the operation of the New River Bridge.

In the negotiation of this JPA and its attachments, SFRTA counsel sought an amendment to the Contractual Indemnity language that appears in section 14.90 of the agreement presented today. Counsel for FDOT would not agree to a modification of the agreement. Specifically, the language in section 14.90 that appears in the JPA presented today requires SFRTA to indemnify FDOT "to the extent provided by law" for any claims, loss, damage, cost, charge or expense ("Claim") that arise during the performance of the agreement. However, SFRTA would not have to hold FDOT harmless for any such Claim that arose due to "any act, error, omission, or negligent act" of FDOT (or its employees or agents). Counsel for SFRTA had sought to replace this language with an indemnification obligation that requires FDOT to pay for all claims of any kind that arise out of the performance of the agreement. This would be consistent with the overall approach to the agreement that has FDOT reimbursing SFRTA for all costs associated with the dispatching work. The indemnification language in the JPA as presented today is not consistent with that overall approach. Moreover, because it shifts the burden to indemnify based on fault and negligence, it will quite likely give rise to disputes between FDOT and SFRTA over who was at fault for the incident. There is a substantial difference between the two arrangements. If the Board does not agree to accept the FDOT indemnification language in section 14.90, then counsel will continue negotiation with FDOT with respect to this provision.

Department: Legal/Executive Office
Project Manager:

Executive Director: Joseph Giulietti
Procurement Director: Christopher C. Bross

FISCAL IMPACT: This Agreement will fund \$1,300,000 of cost of the New River Bridge Carve-Out.

EXHIBITS ATTACHED: [Exhibit 1 - Agreement with Florida Department of Transportation.](#)

JOINT PARTICIPATION AGREEMENT (JPA)
NEW RIVER BRIDGE CARVE-OUT

Recommended by: _____
Department Director Date

Approved by: CLB 9/13/06
Procurement Director Date

Authorized by: [Signature] 9/13/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Tracking No 09220663
 Page two

AGENDA ITEM NO. R2

JOINT PARTICIPATION AGREEMENT (JPA)
NEW RIVER BRIDGE CARVE-OUT

Recommended by _____
 Department Director Date

Approved by _____
 Procurement Director Date

Authorized by: _____
 Executive Director Date

Approved by to _____
 General Counsel Date 9/11/06

Board Action

Approved: _____ Yes _____ No

Vote _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
 James A. Cummings _____ Yes _____ No
 Mane Horenburger _____ Yes _____ No
 Neisen Kasdin _____ Yes _____ No
 Bill T. Smith _____ Yes _____ No

Commissioner Jeff Kwon _____ Yes _____ No
 John Martinez _____ Yes _____ No
 George A. Morgan, Jr. _____ Yes _____ No
 Commissioner James A. Scott _____ Yes _____ No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT**

725-030-06
PUBLIC TRANSPORTATION
04/06
Page 1 of 14

Financial Project No.: 420079-1-84-01 (item-segment-phase-sequence)	Fund: DS Function: Federal No.: N/A DUNS No.: 786583609	FLAIR Approp.: 088808 FLAIR Obj.: 750021 Org. Code: 55042010432 Vendor No.: VF650002789001
Contract No.:	CFDA Number: N/A	CSFA Number: 55.021

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and South Florida Regional Transportation Authority (SFRTA)
800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before December 2010 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Chapter 341 _____, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

To provided funding and authority for SFRTA to manage, direct and control all railroad operations over the New River Bridge Corridor. This includes the dispatching and controlling of the entry of all trains, locomotives, rail cars, and rail equipment using the New River Bridge Corridor; and the inspecting and maintaining of all structures, tracks, communications and signals, and appurtenances in the New River Bridge Corridor.

and as further described in Exhibit(s) A, B, C, and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is \$ 1,300,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ 1,300,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☒ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ☐ is ☒ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.621 of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.621 of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

3. Copies of financial reporting packages required by Section 7.622 of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

- B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.623 of this Agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Four Public Transportation Office 3400 W Commercial Blvd, Ft. Lauderdale, FL, 33309-3421 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;
or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs.

8.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

12.31 DBE Policy: It is the policy of the Department that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, apply to this Agreement.

12.32 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project, in which any member, officer, or employee of the Agency during his tenure or for two years thereafter has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department, may waive the prohibition contained in this subsection: Provided, that any such present member, officer or employee shall not participate in any action by the Agency relating to such contract, subcontract, or arrangement. The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer, or employee of the Agency during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before December 2010. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the District Secretary. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline, 1-800-848-3792.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No. 420079-1-84-01

Contract No. _____

Agreement Date _____

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

South Florida Regional Transportation Authority
(SFRTA)

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding
Approval by Comptroller

LEGAL REVIEW
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION

District Secretary

TITLE

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For Implementing the New River Bridge Carve-Out

Section 1: Definitions

d. "Commissioning of the New Bridge Corridor" shall mean that the bridge is fully and completely constructed and that all required Department, CSXT, FRA, SFRTA, and local government approvals have been received so that commercial passenger rail operations can commence using the bridge.

34 **Section 2: Background**

35 Whereas; The Florida Department of Transportation ("Department") and
36 CSX Transportation, Inc. ("CSXT") entered into an agreement on June 30, 2005,
37 partially implementing Phase B for the New River Bridge (NRB) Carve- Out; and

38 Whereas; The Department and South Florida Regional Transportation
39 Authority (SFRTA) desire to have SFRTA undertake certain activities regarding
40 management, maintenance and dispatching of the NRB Carve-Out.

41
42 **Section 3: Responsibilities of Parties in relation to the New Bridge**

43 **Corridor**

44 (1) **SFRTA shall be responsible:**

- 45 • To manage, direct, and control all railroad operations over the New
46 Bridge Corridor, including the control and dispatch for the entry of all
47 trains, locomotives, rail cars, and rail equipment using the New Bridge
48 Corridor.
- 49 • To coordinate its operations with CSXT. CSXT shall control the exit of
50 trains from the New Bridge Corridor and SFRTA is responsible for
51 coordinating its operations with CSXT.
- 52 • To promulgate and issue all rules, special instructions, timetables,
53 practices, regulations and orders governing operations over the New
54 Bridge Corridor, provided however, such shall be consistent with the
55 reasonable requirements of CSXT. The maximum authorized track
56 speed and other operating rules for rail traffic approaching and over
57 the New Bridge shall be established by SFRTA.
- 58 • To furnish, qualify, and train all operators and dispatchers or other
59 employees SFRTA deems necessary and appropriate for the operation
60 of the New Bridge Corridor. SFRTA will also qualify AMTRAK
61 employees.
- 62 • To maintain and repair the New Bridge Corridor, including the bridge
63 structure (piers, bridge deck, abutments, retaining walls and
64 approaches) to the Department standards, together with all track (to

Federal Railroad Administration (FRA) Class 5 Standards), rail, rail bed, signal and communication facilities situated between the two signal control points adjacent to either side of the New Bridge governing movement over the New Bridge Corridor, and the office facilities and equipment necessary for dispatching the New Bridge Corridor, in accordance with this Agreement.

- To inspect the New Bridge Corridor and conduct such inspections in accordance with current bridge inspection procedures and as required by other state and federal requirements.
- To provide all emergency services including, but not limited to, wreck clearing services and hazmat/environmental response services.

(2) The Department shall be responsible:

- To provide for all costs associated with the New Bridge Corridor, including, but not limited to, costs arising out of or related to construction, maintenance, track inspections, signal inspections, bridge inspection, security, operations, and control of railroad operations over the New Bridge Corridor, including the costs associated with the establishment, but not the maintenance, of the two signal control points governing movement over the New Bridge Corridor. (It being understood that the cost of the maintenance of these two signal control points will be shared by the Department and CSXT in the same manner as for the rest of the Corridor remaining under OMAPA. These funds will not be transferred to the SFRTA.)
- To bear all costs and expenditures for Basic Maintenance of Way and Signals and Restorative Maintenance for the New Bridge Corridor (This will be contracted for separately or added as a supplement).
- To provide funding on an annual basis using supplements or amendments to this joint participation agreement or other future agreements in accordance with procedures approved by the Department and adopted by SFRTA.

Section 4 Scheduling and Preparation for SFRTA's Operation and
Maintenance of the New Bridge Corridor

SFRTA shall be prepared to assume all obligations regarding the operation and maintenance of the New Bridge Corridor and for the operation and dispatch of commuter and intercity passenger trains over the new bridge immediately upon commissioning of the New Bridge Corridor for operations.

(a) Sixty days prior to the commissioning of the new bridge, SFRTA shall have promulgated a comprehensive program which shall be approved by the Department and SFRTA and have all necessary third party contractors in place to ensure that all operations over the New Bridge Corridor and all maintenance thereof will be in compliance with all applicable federal, state, and local laws and the Basic Operating Agreement. SFRTA shall provide written notice to the Department of its adoption of said program and that all requisite contracts have been executed with personnel in place.

Rev. September 12, 2006

Deleted: September 7, 2006

FINANCIAL PROJECT NO. 420079-1-84-01

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and

The South Florida Regional Transportation Authority

referenced by the above Financial Project Number.

I.	PROJECT COST: ¹	\$1,300,000
	• Project costs include dispatching services; maintenance and inspection of track, communication and signals, and bridge; emergency response; and administrative staffing.	

TOTAL PROJECT COST: ²	\$1,300,000
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¹ Amounts shown in 2005 dollars.

² Start-up costs covered in other state-funded contracts (e.g., Bergmann Districtwide Consultant Contract and New River Bridge Project).

II. PARTICIPATION:

Maximum Federal Participation
FTA, FAA

(0%) or \$0

Agency Participation

In-Kind

(0%) \$0

Cash

(0%) \$0

Other

(0%) \$0

Maximum Department Participation,
Primary

(DS)(DDR)(DIM)(PORT)

(100%) or \$1,300,000

Federal Reimbursable (DU)(FRA)(DFTA)

(0%) or \$0

Local Reimbursable (DL)

(0%) or \$0

TOTAL PROJECT COST

\$1,300,000

NOTE 1: Notwithstanding Sections 3.00 and 18.00 of the basic agreement, it is recognized that funding is only for the first fiscal year. Funding for subsequent years will be added by supplemental agreement, subject to legislative approval.

NOTE 2: The costs stated above are estimates for only the New River Bridge Corridor. The parties specifically acknowledge and agree that this Exhibit B will be amended to reflect the price for provision of the services covered by this Agreement that results from completion of the procurement process (including execution of a final agreement by the Agency) for a contract to perform the services covered hereby.

NOTE 3: The parties will enter into supplemental agreements to add additional funds to be used for the services not funded and services in the remaining years of the term of this agreement

Exhibit C
Additional Responsibilities and Duties
To JPA between Department and SFRTA
For Implementing the New River Bridge Carve-Out

In addition to requirements in section 7.65 (which relates to only property), this Exhibit shall detail additional responsibilities of SFRTA; and the relationship of the Department and SFRTA.

This Agreement does not supersede or replace any other agreements or arrangements between the parties regarding property outside of the New River Bridge Carve-Out, including but not limited to, any arrangements or agreements regarding: (1) the provision of insurance by the DEPARTMENT; subject to Paragraph 7, or (2) the handling and payment of SFRTA tort liability claims by the DEPARTMENT. There will be additional duties of the SFRTA in this area.

1. **Insurance.** The Parties acknowledge that the liabilities arising from the Corridor (including the New Bridge Corridor) are currently insured by the DEPARTMENT Self-Insurance Fund (the "Fund") for claims up to Five Million and no/100 Dollars (\$5,000,000), and agree that the SFRTA shall, at no cost to the SFRTA, continue to be an insured party under the Fund for the Corridor with the same Limits and Conditions that exist currently for FY 2004/2005. The parties acknowledge that operations over the corridor including the New River Bridge corridor are covered by additional insurances. It is the intent of the Parties to maintain the same insurance arrangement until such time that the Parties agree to a modification with the goal that SFRTA assume full responsibility for insurance

2. **Safety.** The Parties acknowledge and agree that safety is the first priority: that strict compliance with all federal, state, and local government safety requirements must be achieved at all times; and that the DEPARTMENT, as fee simple titleholder to the Corridor, as conveyed by the Deed, has

certain non-delegable responsibilities to ensure the safety of all rail operations on the Corridor pursuant to Federal Railroad Administration (FRA) rules and regulations, and as such may be liable for any violation. As of the start of New River Phase B Carve-Out, SFRTA assumes full responsibility and liability for any SFRTA breach or failure to fully comply with any safety requirement, and, and to the extent allowed by law, shall fully reimburse the DEPARTMENT for any costs incurred as a result of SFRTA action or inaction that is in violation of a safety requirement; and shall hold its employees, agents, and contractors fully accountable for any violation.

3. **Default; Remedies.**

a. Default by SFRTA. Any one of the following events by the SFRTA shall constitute a default: (1) noncompliance with any federal, state, or local law which materially and adversely affects the ability of SFRTA to comply with the terms of this Agreement; or (2) failure to comply with any material requirements of this Agreement or with any requirements of the Basic Operating Agreement that prevents SFRTA from fulfilling its obligations under this Agreement; or (3) SFRTA shall fail, be unable, or admits the inability generally to pay SFRTA's payables as they become due; (4) SFRTA commences a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; shall seek the appointment of a trustee, receiver, liquidator, custodian or other similar official of SFRTA or any substantial part of SFRTA's assets; shall file an answer admitting the material allegations of a petition filed against SFRTA in any proceeding commenced against SFRTA; shall consent to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against SFRTA; shall make an assignment for the benefit of creditors; or shall take any action to authorize any of the foregoing; or (5) an involuntary case or other proceeding shall be commenced against SFRTA seeking liquidation, reorganization, dissolution,

winding up, a composition or arrangement with creditors, a readjustment of debts or other relief with respect to SFRTA's debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of SFRTA or any substantial part of SFRTA's assets; seeking the issuance of a writ of attachment, execution, or similar process; or seeking like relief, and such involuntary case or other proceeding shall not be contested by SFRTA in good faith or shall remain undismissed and unstayed for a period of ninety (90) days (where items (1) through (5) are referred to herein as "Default").

b. DEPARTMENT Remedies. Upon the occurrence and continuance of any Default on the part of SFRTA as defined above, the DEPARTMENT may exercise one or more of the following:

(1) Money Damages. The DEPARTMENT may institute legal proceedings against SFRTA to collect payment of any sum owed by SFRTA hereunder, or for damages incurred as the result of a Default for any claims DEPARTMENT has against SFRTA.

(2) Equitable Relief. If a Default has occurred that SFRTA has failed to cure after written notice thereof and a ninety (90) day opportunity to cure (or longer if the cure period is extended by the DEPARTMENT), the DEPARTMENT may institute legal proceedings against SFRTA to compel performance of any obligation required to be performed by SFRTA hereunder including, where appropriate, actions for specific performance and/or injunctive relief.

(3) Termination for Failure to Perform. If a Default has occurred pursuant to this Section, above, and if DEPARTMENT wishes to elect to terminate this Agreement, then DEPARTMENT shall provide SFRTA with a written notice ("Termination Notice"). If SFRTA fails to cure the Default within ninety (90) days from receipt of the Termination Notice, provided, however, if such obligation is of a nature that it could not reasonably be performed within ninety (90) days, such ninety (90) day period shall be extended so long as SFRTA institutes performance within such ninety (90)

95 days and thereafter diligently and continuously pursues performance, all
96 being subject to force majeure, then DEPARTMENT shall have the unilateral
97 right to terminate the Agreement and exercise all of the remedies hereunder
98 and at law or in equity. Any Termination Notice shall recite that
99 DEPARTMENT intends to pursue termination of the Agreement if the Default
100 is not cured. Termination shall be effective upon notice to that effect to
101 SFRTA. To the extent permitted by law, the SFRTA acknowledges and
102 agrees to defend, indemnify, save, and hold harmless the DEPARTMENT
103 from claims by any of its subcontractors, subconsultant, materialman, supplier
104 for loss of anticipated profits that fail to be realized or claims based on the
105 cessation of services caused by the termination of this Agreement. The
106 prevailing party in a proceeding relating to termination of this Agreement shall
107 be entitled to all costs and expenses incurred (including reasonable attorneys
108 fees and court costs, whether incurred at trial, on appeal or in connection with
109 SFRTA's Default, paralegal fees, and court costs) in enforcing or defending
110 any of its rights or remedies under this Agreement, all of which shall be paid
111 upon demand following a final judgment or determination in such proceeding.
112 Each party agrees that the provisions of this paragraph relating to termination
113 of the Agreement shall not be the DEPARTMENT's exclusive remedy for any
114 default or breach of this Agreement.

115 **c. DEPARTMENT Action to Prevent Default.** Whenever, the
116 DEPARTMENT has reason to believe that a Default under this Agreement by
117 the SFRTA will imminently occur if the SFRTA fails to take the necessary
118 action, the DEPARTMENT shall provide notice to the SFRTA and its
119 governing board, stating with particularity the basis for its belief and shall
120 detail the corrective actions the DEPARTMENT deems are necessary to
121 prevent or mitigate the anticipated Default including a schedule for such
122 action ("Default Notice"). Prior to providing the Default Notice, the
123 DEPARTMENT shall contact the SFRTA in writing to set up a timeframe for a
124 meeting between the Parties ("Meeting Notice") and the Parties agree to meet
125 within ten (10) calendar days after receipt of the Meeting Notice by the

SFRTA. The SFRTA may disagree with the DEPARTMENT's conclusions and/or recommendations regarding any possible Default. If the meeting fails to result in a resolution amenable to both parties, the DEPARTMENT may provide the Default Notice as identified herein. In the event a Default does occur, the DEPARTMENT may pursue its remedies under Section 10.b of this Agreement.

d. Default by the DEPARTMENT. Any one of the following events by the DEPARTMENT shall constitute a default: (1) noncompliance with any federal, state, or local law which materially and adversely affects the ability of DEPARTMENT to comply with the terms of this Agreement; or (2) failure to comply with any material requirements of this Agreement or with any requirements of the Basic Operating Agreement that prevents SFRTA from fulfilling its obligations under this Agreement; or (3) DEPARTMENT shall fail to timely provide funds pursuant to this Agreement that have been duly appropriated by the Florida Legislature (where items (1) through (3) are referred to in this section as "Default").

e. SFRTA Remedies. Upon the occurrence and continuance of any default on the part of DEPARTMENT as defined above, the SFRTA may exercise one or more of the following:

(1) Money Damages. The SFRTA may institute legal proceedings against DEPARTMENT to collect payment of any sum owed by DEPARTMENT hereunder, or for damages incurred as the result of a default for any claims SFRTA has against DEPARTMENT.

(2) Equitable Relief. If a default has occurred that DEPARTMENT has failed to cure after written notice thereof and a ninety (90) day opportunity to cure (or longer if the cure period is extended by SFRTA), the SFRTA may institute legal proceedings against DEPARTMENT to compel performance of any obligation required to be performed by DEPARTMENT hereunder including, where appropriate, actions for specific performance and/or injunctive relief.

156 **(3) Termination for Failure to Perform.** If a Default has
157 occurred pursuant to this Section, above, and if SFRTA wishes to elect to
158 terminate this Agreement, then SFRTA shall provide DEPARTMENT with a
159 written notice ("Termination Notice"). If DEPARTMENT fails to cure the
160 Default within ninety (90) days from receipt of the Termination Notice,
161 provided, however, if such obligation is of a nature that it could not reasonably
162 be performed within ninety (90) days, such ninety (90) day period shall be
163 extended so long as DEPARTMENT institutes performance within such ninety
164 (90) days and thereafter diligently and continuously pursues performance, all
165 being subject to force majeure, then SFRTA shall have the unilateral right to
166 terminate the Agreement and exercise all of the remedies hereunder and at
167 law or in equity. Any Termination Notice shall recite that SFRTA intends to
168 pursue termination of the Agreement if the Default is not cured. Termination
169 shall be effective upon notice to that effect to DEPARTMENT. To the extent
170 permitted by law, the DEPARTMENT acknowledges and agrees to defend,
171 indemnify, save, and hold harmless the SFRTA from claims by any of its
172 subcontractors, subconsultant, materialman, supplier for loss of anticipated
173 profits that fail to be realized or claims based on the cessation of services
174 caused by the termination of this Agreement. The prevailing party in a
175 proceeding relating to termination of this Agreement shall be entitled to all
176 costs and expenses incurred (including reasonable attorneys fees and court
177 costs, whether incurred at trial, on appeal or in connection with
178 DEPARTMENT's Default, paralegal fees, and court costs) in enforcing or
179 defending any of its rights or remedies under this Agreement, all of which
180 shall be paid upon demand following a final judgment or determination in such
181 proceeding. Each party agrees that the provisions of this paragraph relating
182 to termination of the Agreement shall not be the SFRTA's exclusive remedy
183 for any default or breach of this Agreement.

184 **f. SFRTA Action to Prevent Default.** Whenever, the SFRTA has
185 reason to believe that a Default under this Agreement by the DEPARTMENT
186 will imminently occur if the DEPARTMENT fails to take the necessary action,

the SFRTA shall provide notice to the DEPARTMENT, stating with particularity the basis for its belief and shall detail the corrective actions the SFRTA deems are necessary to prevent or mitigate the anticipated default including a schedule for such action ("Default Notice"). Prior to providing the Default Notice, the SFRTA shall contact the DEPARTMENT in writing to set up a timeframe for a meeting between the Parties ("Meeting Notice") and the Parties agree to meet within ten (10) calendar days after receipt of the Meeting Notice by the DEPARTMENT. The DEPARTMENT may disagree with the SFRTA's conclusions and/or recommendations regarding any possible Default. If the meeting fails to result in a resolution amenable to both parties, the SFRTA may provide the Default Notice as identified herein. In the event a Default does occur, the SFRTA may pursue its remedies under Section 10.e(1) of this Agreement.

4. **Cooperation on Obtaining Federal Funding.** The DEPARTMENT and the SFRTA agree to cooperate in obtaining federal funding for current and future projects on the Corridor.
5. **Not an Authorized Agent.** Neither Party is an agent of the other Party for any purpose such as to bind or represent the interests thereof, and neither Party shall represent that it is an agent or that it is acting on the behalf of the other Party, except as expressly provided. Neither Party shall be bound by any unauthorized acts or conduct of the other Party.
6. **Not Employees.** Neither Party's employees are employees of the other Party.
7. **Assignment.** Neither party shall sell, assign, or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other party.
8. **No Third Party Beneficiary.** The Parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof is for the exclusive benefit of the DEPARTMENT and SFRTA and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this

Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided herein. This expands section 14.20 of the JPA.

9. **Exclusive Remedies.** The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in Agreement, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

10. **Consequential Damages.** Neither Party shall in any event be responsible or held liable to the other for any indirect, incidental, special or consequential damages of any nature whatsoever, including liability for loss of use of property, loss of profits or other revenues interest, increased expenses or business interruption, however the same may be caused.

11. **Dispute Resolution.** The Parties agree to engage in mediation or other dispute resolution process prior to resorting to any litigation.

12. **Unauthorized Aliens.** The Parties acknowledge and agree to comply with Section 274A (e) of the Immigration and Nationalization Act, in reference to employment of unauthorized aliens.

13. **Restrictions on Lobbying - Federal Funds.** The Parties agree that no federal appropriated funds received by one party from the other party have been paid or will be paid by or on behalf of the receiving party to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant. the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan or cooperative agreement.

14. **Restrictions on Lobbying - State Funds.** No State funds received pursuant to this Agreement may be expended for lobbying the Legislature, the Judicial Branch, or a State agency.

248 15. **Waiver.** Unless otherwise agreed, the delay or failure by either party to
249 exercise or enforce any of its rights under this Agreement shall not
250 constitute or be deemed a waiver of that party's right thereafter to enforce
251 those rights, nor shall any single or partial exercise of any such right
252 preclude any other or further exercise thereof or the exercise of any other
253 right.

254 16. **Tort Liability.** Subject to the limitation in Section 768.28, F.S., in the
255 event that there shall be any tort claims (including, without limitation, third
256 party claims for personal injury or real or personal property damage),
257 actions, administrative proceedings (including informal proceedings),
258 judgments, damages, penalties, fines, costs, liabilities (including sums
259 paid in settlement of claims), interest, losses, attorneys' fees, consultant
260 fees and all other costs and expenses of any kind or nature that are made,
261 levied or assessed against the DEPARTMENT or SFRTA, and that are
262 torts that arise directly or indirectly from or in connection with the design,
263 operation, maintenance or ownership of the New River Bridge Corridor
264 ("Tort Liabilities"), the DEPARTMENT shall pay or cause to be paid when
265 due such Tort Liabilities for which the DEPARTMENT or SFRTA has
266 liability. Without limiting the generality of the foregoing, Tort Liabilities
267 shall include all costs incurred by the DEPARTMENT in the defense of the
268 claim, attorneys' fees, expert witness costs, sums paid in settlement of tort
269 claims and judgments, damages and all other costs and expenses of any
270 kind or nature that relate to such claim against the DEPARTMENT or
271 SFRTA for which the DEPARTMENT or SFRTA has liability.

272 The SFRTA may secure insurance to cover Tort Liabilities and such
273 cost of such insurance shall be included in Operation Responsibilities.

274 The SFRTA shall tender to the DEPARTMENT the defense all Tort
275 Liabilities for which the DEPARTMENT has responsibility under this
276 Agreement.

277 17. Notwithstanding the provisions of section 8.22 of this Agreement, the
278 Department may not elect to cease any payments to the SFRTA if the

litigation related to the Project will not prevent the Agency from performing or otherwise fulfilling its obligations.

18. **Amendments.** Any changes, modifications, or deletions to this Agreement shall be in writing and with the same formality of execution as this document.

19. **Further Assurances.** The Parties will, subsequent to the effective date of this Agreement, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

20. **Entire Agreement.** This Agreement and any amendments thereto, constitutes the full and complete Agreement of the Parties hereto and supersedes any prior Agreements, arrangements and communications, whether oral or written between the Parties, with respect to the subject matter hereof. Each party acknowledges that it is entering into the Agreement solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party.

21. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage-prepaid envelope, and addressed as follows:

If to SFRTA: South Florida Regional Transportation Authority (SFRTA)
800 N.W. 33rd Street, Suite 100
Pompano Beach, Florida 33064
Attn: Executive Director

With a copy to:

Greenberg Traurig, PA.
777 S. Flagler Drive, Suite 300 E
West Palm Beach, FL 33401
Attn: Teresa J. Moore, Esq.

If to DEPARTMENT:

FDOT/District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

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Attn: District Secretary

With a copy to: FDOT/District Four
District General Counsel
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309

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EXHIBIT D

725-030-06
PUBLIC TRANSPORTATION
04/06

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Compliance Requirements

- 1.
- 2.
- 3.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
Florida DOT	55.021 Rail Development Grants	\$1,300,000

Compliance Requirements

1. To develop and implement a rail program designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure its continued and increased availability to respond to statewide mobility needs. The goal shall address providing an interconnected transportation system to Florida's economy.

- 2.
- 3.

Matching Resources for Federal Programs

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number & Title)</u>	<u>Amount</u>
-----------------------	--------------------------------------------------------------------	---------------

Compliance Requirements

- 1.
- 2.
- 3.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REQUEST FOR PROPOSAL NO. 06-101
DISPATCHING SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

REQUESTED ACTION:

- A. MOTION TO APPROVE: Evaluation Criteria for Issuance of Request for Proposal No. 06-101 for Dispatching Services for the South Florida Rail Corridor (Exhibit 1).
- B. MOTION TO APPROVE: Evaluation and Selection Committee for the analysis and ranking of Proposals for Request for Proposal No. 06-101 for Dispatching Services for the South Florida Rail Corridor. The proposed committee members include: Bradley Barkman, SFRTA Director of Operations; Edward Woods, SFRTA Director of Finance & Information Technology; Edward Byers, SFRTA Operations Manager; Michael Zeitz, SFRTA Engineering & Construction Project Manager and a Representative from the Florida Department of Transportation (FDOT) (Exhibit 2)

SUMMARY EXPLANATION AND BACKGROUND:

On May 27, 2005 the SFRTA Board approved an item authorizing all procurements necessary for the New River Bridge Carve-out. On December 10, 2004 the SFRTA Board approved the item for an RFP for Dispatching Services for the full South Florida Rail Corridor (SFRC) with the implementation of Phase B.

Under RFP No. 06-101 Firms will be required to propose Dispatching Services on both the New River Bridge Carve-out (Phase I) and the full SFRC (Phase II). Staff is recommending the attached Request for Proposal (RFP) Evaluation Criteria and Evaluation Selection Committee to evaluate proposals.

Department: Operations
Project Manager: Bradley Barkman

Department Director: Bradley Barkman
Procurement Director: Christopher Bross

FISCAL IMPACT: Funding will be provided through a separate FDOT JPA.

EXHIBITS ATTACHED: [Exhibit 1 – Evaluation Criteria](#)
 [Exhibit 2 – Background of SFRTA proposed Evaluation and Selection Committee Members](#)

REQUEST FOR PROPOSAL NO. 06-101
FOR PROCUREMENT OF DISPATCHING SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

Recommended by: Bud Brun 9/13/06 Approved by: CLB 9/13/06
Department Director Date Contracts Director Date

Authorized by: [Signature] Approved as to Form by: _____
Executive Director Date 9/13/06 General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

Tracking No. 09220664
Page 2

AGENDA ITEM NO. R3

REQUEST FOR PROPOSAL NO. 06-101
FOR PROCUREMENT OF DISPATCHING SERVICES FOR
SOUTH FLORIDA RAIL CORRIDOR

Recommended by: _____
Department Director Date

Approved by _____
Contracts Director Date _____

Authorized by: _____
Executive Director Date

Approved as to form by *[Signature]* 9/11/06
General Counsel Date

Board Action.

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Banchero Yes No

James A. Cummings _____ Yes _____ No

Mane Lorenburger _____ Yes _____ No

Neisen Kardin _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. Yes No

Commissioner James A. Scott _____ Yes _____ No

EVALUATION CRITERIA

The criteria outlined below will be used in evaluating the Proposer responses. All criteria are important.

(1) EVALUATION of PLANS (Maximum 25 points)

SFRTA will evaluate each Firm's submitted Management Plan, initial Staffing Plan and Safety Plan (hereafter referred to as the "Plans for Dispatching/Yard Services").

Analysis will include how the Proposer will provide for high quality and effective services by fulfilling the requirements as delineated in the RFP.

(2) QUALIFICATIONS/EXPERIENCE (Maximum 25 points)

The Selection Committee will evaluate the qualifications and experience of the Firm and its key personnel. Proposals shall contain sufficient information to enable the Selection Committee to evaluate:

- Corporate Capacity
 1. Degree of corporate skills and experience of the Firm and key personnel in similar or related projects.
 2. Financial resources and stability of the proposing entity and (if applicable) of its parent companies.
- Corporate Experience
 1. Experience of proposing entity and parent companies in operating rail systems, particularly in the dispatching of trains, train control, and yard services.
 2. Firm's safety record.
- Personnel
 1. General experience and qualifications of the Contractor's personnel, including the Contract Manager and the Train Dispatchers and Yardmasters/Supervisors.

(3) COST. (Maximum 25 points)

Includes the completion of all cost matrixes, which consists of items such as mobilization costs and base level costs by individual year for both Phase I (New River Bridge Carve-Out Dispatching Services) and Phase II (Full South Florida Rail Corridor Dispatching Services).

(4) APPROACH to TRANSITION (Maximum 15 points)

The Proposer will present their approach to transitioning services, which shall demonstrate an appreciation for the SFRTA requirements to begin Dispatching, Train Control and Yard services, as well as a detailed plan of how the transition services will be delivered. The following factors will be evaluated:

- How Contractor personnel are to be trained and qualified for initiation of Dispatching, Train Control and Yard services
- How a transition from the CSX Jacksonville Dispatch Center will take place
- How safety and compliance with applicable standards/regulations is ensured

(5) SERVICE and INNOVATION. (Maximum 10 points)

This criteria includes analysis of the Proposer's concepts for innovative techniques and methodologies to improve the quality of SFRTA's on-time performance. The Proposer will be evaluated on how these factors could be tailored to the SFRTA service as well as the quantity and quality of innovations described. Factors to be considered:

1. Demonstrated experience providing innovative approach to service delivery.
2. Recommendations for innovative approaches to SFRTA service delivery.

**BACKGROUND OF SFRTA EVALUATION AND SELECTION COMMITTEE MEMBERS
FOR THE ANALYSIS AND RANKING OF PROPOSALS FOR RFP NO. 06-101**

Edward Woods, CPA	<u>Director of Finance & Information Technology for SFRTA</u> Ed is a Certified Public Accountant with the State of Florida. His responsibilities include overseeing SFRTA's Finance, Accounting, Information Technology and Budget Departments. He has been employed with SFRTA for over 12 years and possesses 28 years experience in finance/accounting and 16 years experience in transportation.
Bradley Barkman	<u>Director of Operations for SFRTA</u> Brad is responsible for overseeing the entire operation of SFRTA's commuter services. He has been employed with SFRTA for 6 years and possesses over 20 years of railroad experience. Prior to coming to SFRTA, he served as Assistant Chief Mechanical Officer and Operations Manager at MARC Train Service in Baltimore.
Edward Byers	<u>Operations Manager for SFRTA</u> Ed is responsible for managing SFRTA/Tri-Rail's Contract Operator in providing commuter rail service. He also oversees the operation of shuttle bus transportation to and from SFRTA/Tri-Rail stations. Ed has been employed with SFRTA for over 6 years and possesses 13 years of public transit experience.
Michael Zeitz	<u>Engineering & Construction Project Manager for SFRTA</u> Mr. Zeitz's responsibilities include preparation, transition and implementation of Phase B and Project Manager of the New Pompano Park & Ride lot. Mr. Zeitz has over 15 years of Railroad experience, including 9 years with CSXT performing signal installations and maintenance on the South Florida Rail Corridor. Mr. Zeitz was also part of the oversight team on the Segment 5 Corridor Signalization & Civil Engineering Projects in Palm Beach County.
FDOT Representative	Pending

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

RENEWAL OPTION TO AGREEMENT NO. 04-615 WITH ERICKS CONSULTANTS INC.,
LEGISLATIVE CONSULTANT SERVICES FOR
THE TRI-COUNTY REGION AND STATE OF FLORIDA

REQUESTED ACTION:

MOTION TO APPROVE: The First Renewal to Agreement No. 04-615 between South Florida Regional Transportation Authority and Ericks Consultants, Inc. for State and Tri-County Legislative Consultant Services, to exercise the first of three (3) one (1) year renewal options extending the term through October 31, 2007, in the fixed annual amount of \$150,000.

SUMMARY EXPLANATION AND BACKGROUND:

On October 22, 2004, the Board approved Agreement No. 04-615 with Ericks Consultants, Inc. to provide Legislative Consultant Services for a period of two (2) years, with three (3) one (1) year renewal options. The proposal to provide Legislative Consultant Services For The Tri-County Region And State of Florida was submitted as a "joint venture" that included The Mathis Group and Marketing Projects, Inc., as the other two "senior level consultants." Ericks Consultants, Inc., is the "prime" senior level consultant and the contract was executed with Ericks Consultants, Inc. The Agreement was for \$150,000 annually. Ericks Consultants, Inc. provides extensive knowledge of state government processes and experience in Tallahassee, has first hand experience in the transit industry and has extensive contacts with the Florida Department of Transportation, House and Senate Leadership, as well as the Governor's office in Tallahassee.

Ericks Consultants Inc., has been successfully representing the South Florida Regional Transportation Authority (SFRTA) for 16 years. Dave Ericks and the staff at Ericks Consultants, Inc., were instrumental in passing legislation that created the SFRTA in the 2003 Legislative Session. During the 2006 Legislative Session, Dave Ericks and his staff were key in creating a statewide coalition, which passed legislation that would have allowed SFRTA and the Tri-County Region the ability to have a local option, dedicated funding source through referendum.

Based on the satisfactory performance of the Contractor during the initial two year term, staff wishes to exercise the first of three (3) one (1) year options with Ericks Consultants Inc., in the fixed annual amount of \$150,000.

Department: Planning and Capital Development
Project Manager: Michelle M'Sadoques

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: Funding is available in SFRTA's FY 2006-07 Operating Budget

EXHIBITS ATTACHED: None

RENEWAL OPTION TO AGREEMENT NO. 04-615 WITH ERICKS CONSULTANTS INC.,
LEGISLATIVE CONSULTANT SERVICES FOR
THE TRI-COUNTY REGION AND STATE OF FLORIDA

Recommended by: [Signature] 9/13/06
Department Director Date

Approved by: [Signature] 9/13/06
Contracts Director Date

Authorized by: [Signature] 9/13/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
		Bill T. Smith	_____ Yes _____ No

Tracking No. 09220665
Page 2

AGENDA ITEM NO. R4

RENEWAL OPTION TO AGREEMENT NO. 04-615 WITH ERICKS CONSULTANTS INC.
LEGISLATIVE CONSULTANT SERVICES FOR
THE TRI-COUNTY REGION AND STATE OF FLORIDA

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by: _____
Executive Director Date

Approved as to Form by:  9/11/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REQUEST FOR PROPOSAL (RFP) No. 06-621
FEDERAL LEGISLATIVE CONSULTANT SERVICES

REQUESTED ACTION:

(A) MOTION TO APPROVE: Scope of Services for Request for Proposal (RFP) No. 06-621 to obtain Federal Legislative Consultant Services. Any resultant contract shall be for an annualized fixed price amount and shall be for a period of two (2) years with three (3) one (1) year options.

(B) MOTION TO APPOINT: Selection and Evaluation Committee for the analysis and ranking of proposers for Federal Legislative Consulting Services. The members include: Jack Stephens, Deputy Executive Director; Bill Cross, Manager of Planning and Capital Development; and Cheryl Clark, Government Affairs Manager.

SUMMARY EXPLANATION AND BACKGROUND:

The SFRTA currently employs the services of C2 Group, LLC to provide legislative consulting services for programs and projects under the jurisdiction of the Federal Government. The current contract has been in effect for five (5) years and will expire on December 31, 2006.

In an effort to facilitate the support of South Florida Regional Transportation Authority (SFRTA) projects by the U.S. Government, the Planning and Capital Development Department has prepared a Scope of Services for Legislative Consultant Services. Upon Board approval, a Request for Proposal (RFP) shall be prepared and issued. Provisions of the RFP will allow for an award to a respondent based upon evaluation by SFRTA's Evaluation and Selection Committee. The initial agreement will be for two (2) years with the option of extending the term for three (3) additional one (1) year periods. The contract award will not exceed \$120,000 annually during the two year period.

(Continued on Page 2)

Department: Planning & Capital Development
Project Manager: Cheryl Clark

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: A portion of the funds for this Agreement are available in the Department's Fiscal Year 2006-07 Operating Budget. Additional funds will be programmed in Fiscal Year 2007-08.

EXHIBITS ATTACHED:

[Exhibit 1- RFP 06-621 Scope of Services](#)
[Exhibit 2- Evaluation Criteria](#)
[Exhibit 3- Evaluation Committee Biographies](#)

REQUEST FOR PROPOSAL (RFP) No. 06-621
FEDERAL LEGISLATIVE CONSULTANT SERVICES

SUMMARY EXPLANATION AND BACKGROUND (Continued):

The scope of services to be provided under this agreement covers the full range of legislative/public affairs activities required to effectuate SFRTA's Federal Legislative Program. These activities may include, but are not to be limited to: legislative monitoring/follow-up; legislative advocacy; leadership strategy/networking; legislative services reporting; and public participation activities.

The Consultant will assist staff in securing support of SFRTA's programs and projects in Washington, DC. The Consultant shall also provide expertise in government and public relations, consulting on the status of federal legislation and regulations that impact SFRTA, and consulting on annual appropriations requests.

Staff recommends the Governing Board's approval to issue RFP 06-621.

The Selection and Evaluation Committee will evaluate the proposals and make a recommendation to the SFRTA Board at the December 2006 Governing Board Meeting. Proposals will be evaluated based on the Evaluation Criteria.

REQUEST FOR PROPOSAL (RFP) No. 06-621
FEDERAL LEGISLATIVE CONSULTANT SERVICES

Recommended by: [Signature] 9/13/06 Date
Department Director
Approved by: [Signature] 9/13/06 Date
Contracts Director
Authorized by: [Signature] 9/13/06 Date
Executive Director
Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
James A .Cummings	_____ Yes _____ No	John Martinez	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	George A. Morgan, Jr.	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

Tracking No. 09220666

AGENDA ITEM NO. R5

Page 3

REQUEST FOR PROPOSAL (RFP) No. 06-621
FEDERAL LEGISLATIVE CONSULTANT SERVICES

Recommended by: _____
 Department Director Date

Approved by: _____
 Contracts Director Date

Authorized by: _____
 Executive Director Date

Approved as to Form by: _____
 General Counsel Date 9/11/06

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Baitero _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

James A. Cummings _____ Yes _____ No

John Martinez _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

George A. Morgan, Jr _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

Federal Legislative Consultant

SCOPE OF SERVICES

The services provided by Consultant, as authorized by the South Florida Regional Transportation Authority (SFRTA), shall encompass providing federal legislative consulting services in compliance with applicable Lobbying restrictions of 31 U.S.C. 1352 and U.S. C.F.R. Part 20, modified as necessary by section 10 (b) of the Lobbying Disclosure Act of 1995 (which amends 31 U.S.C. 1352).

Consultant's services shall consist of the services set forth below:

- 3.1 Review, analyze and track all federal legislation which may have an impact on SFRTA and include in written report monthly to Government Affairs Manager.
- 3.2 Review, analyze and track all federal regulations which may have an impact on SFRTA and include in written report monthly to Government Affairs Manager.
- 3.3 Establish and maintain good working relationships with key Congressional members and their staff as well as officials within the Federal Transit Administration (FTA).
- 3.4 Prepare testimony for SFRTA to be presented at Congressional hearings, as well as written comments on behalf of SFRTA on pending federal legislation and regulations.
- 3.5 Work with Members of Congress and their staff as well as Committee staff on annual Appropriations securing the maximum amount of funding for SFRTA in any given year. Assist Government Affairs Manager with appropriations forms to be submitted to Members of Congress and Congressional Committees.
- 3.6 Follow up with key Congressional staff as appropriate to check status of appropriations requests and legislation of interest to SFRTA.
- 3.7 Arrange meetings for SFRTA Governing Board Members and staff with Members of Congress, Congressional staff, Administration officials when requested by SFRTA Executive Director or Government Affairs Manager.
- 3.8 Work with the national transit industry (American Public Transportation Association) in developing policy statements and coordinating positions on legislation and regulations.
- 3.9 Maintain consistent contact with SFRTA Government Affairs Manager via telephone, e-mail, fax, etc. and provide written status reports on current issues as well as information on actions taken by Consultant on behalf of SFRTA at least monthly.
- 3.10 Work with freight and passenger rail providers (CSXT, Amtrak, FEC, etc.) in coordinating all legislative and regulatory matters that affect both parties.

- 3.11 Work with the Federal Transit Administration (FTA) and Federal Railroad Administration (FRA) in developing position papers, arranging conferences and/or tours, etc.
- 3.12 Meet the overall goal to maximize funding and reduce the burden of unfunded mandates. Maximize multi-year authorized funding levels and ensure that annual appropriations reflect those levels.
- 3.13 Work with SFRTA's Executive Director through the Government Affairs Manager to further SFRTA's federal agenda and create annual federal legislative materials to be distributed to Congress.
- 3.14 Advise and consult SFRTA's Executive Director/Government Affairs Manager on overall development strategy.
- 3.15 Travel as required to cover meetings at other transit properties, as well as APTA meetings.
- 3.16 Update the SFRTA Governing Board with a personal report at least twice a year.
- 3.17 Develop and implement a communication strategy for SFRTA's operating partners within the South Florida Rail Corridor.
- 3.18 Inform the Florida Governor's Office of updates to SFRTA federal efforts and other SFRTA programs.

**REQUEST FOR PROPOSALS EVALUATION CRITERIA
FEDERAL LEGISLATIVE CONSULTANT SERVICES**

Introduction

Following the opening of the proposal packages, the proposals will be verified for initial responsiveness by the Procurement Department. Proposals will then be distributed to the members of the Evaluation/Selection Committee for review. Proposals forwarded to the Evaluation/Selection Committee may be deemed non-responsive by the Committee.

Technical Evaluation

The Evaluation/Selection Committee members will evaluate and score responsive proposals on the three technical criteria listed below, plus the Cost criteria score provided by the Procurement Department. The criteria are itemized with their respective weights for a maximum total of 100 points. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Committee member in accordance with:

Criteria and Point Value

**1. Qualifications of the firm in the areas described in the Scope of Services.
(Maximum 50 points)**

Firm will show proficiency in demonstrating skills and qualifications in the areas described in the Scope of Services. Specific skills and qualifications in the area of federal legislative coordination, federal legislation and agency rulemaking, and coalition building with elected officials, businesses, community organizations, customers and other stakeholders. They will show a level of expertise, background and experience of key personnel of the firm in providing bipartisan representation on the federal level. A past record of performance including appropriations success rate and other relevant accomplishments achieved in the past as a federal lobbyist should be included in the proposal. Proposer must also submit a statement of relevant experience on similar projects (other transit/transportation clients). The proposer must have strong working relationships with key players at the U.S. Department of Transportation, in particular, the Federal Transit Administration (FTA). Familiarity with the Tri-County area (Broward, Miami-Dade and Palm Beach Counties) and State of Florida a plus.

2. Proposed Project Manager and Project Leaders. (Maximum 30 points)

3. Proposed Cost Package and Reasonableness. (Maximum 10 points)

The evaluation score for the Cost Criteria will be provided by the Procurement Department in accordance with the following formula:

The Proposer offering the lowest total price proposal shall receive 10 points for the cost criteria. The remaining firms shall be rated in accordance with the following formula:

$$\text{Score} = \left(1 - \frac{\text{proposer cost} - \text{low cost}}{\text{low cost}} \right) \times 10$$

Scores will be rounded to the nearest 10th of a point.

Committee members are to use the evaluation sheets provided with the proposal packages to independently score the proposals. Each proposal is to receive a score on the scale of 0 – 10 for each criteria (except Cost), which is then multiplied by the weight for that criteria. For example, “Qualifications of the teams in the areas described in the Scope of Services” is worth a maximum of 50 points. A perfect score would be 10, which is then multiplied by 5.0 to receive a weighted score of 50. Evaluation sheets should be individually completed during the initial review process prior to meeting with the Committee. Strengths, weaknesses, deficiencies, and questions for discussion should be marked as well.

At the Evaluation/Selection Committee meeting, members will then discuss the strengths, weaknesses, deficiencies, and/or questions for each proposal. Scores may be adjusted during the Evaluation Meeting. Scores will be compiled and averaged to determine an overall score. Upon completion of the evaluation and scoring, the scores for each Proposer will determine the ranking.

The Committee has the option to request oral presentations from the Firms during the evaluation process. The Committee may request Best and Final Offers (BAFOs) from Proposers during the Evaluation Process.

Committee Recommendation

Following the final evaluation, scoring, and verification, the Committee will present its selection to the Executive Director for approval. Upon the Executive Director's concurrence with the Evaluation/Selection Committee's results, the recommendation shall be presented to the South Florida Regional Transportation Authority (SFRTA) Governing Board for approval. All Proposers will be notified in writing when SFRTA makes an award recommendation. The contract award, if any, shall be made to the Proposer whose proposal shall be deemed to be in the best interest of SFRTA.

**FEDERAL LEGISLATIVE CONSULTANT SERVICES
EVALUATION COMMITTEE**

**Jack Stephens, Deputy Executive Director
South Florida Regional Transportation Authority (SFRTA)**

Mr. Stephen's responsibilities include managing the administrative oversight functions of SFRTA, including planning, finance, human resources, marketing, engineering, and revenue/fare collection. He has been employed with SFRTA since May 2003, after 12 years of executive level experience with Metropolitan Atlanta Regional Transit Authority (MARTA). He also has 17 years of experience in legislative affairs including work as the Legislative Coordinator of MARTA and Legislative Aide to various committees of the Georgia General Assembly.

**Bill Cross, Manager of Planning and Capital Development
South Florida Regional Transportation Authority (SFRTA)**

Mr. Cross has 18 years of varied Transportation Engineering and Planning experience and has worked for both government agencies and the private sector. He has a Bachelor of Science in Civil Engineering from the University of North Carolina at Charlotte and a Masters of Business Administration from Florida Atlantic University. He is currently the Manager of Planning and Capital Development with the South Florida Regional Transportation Authority, which includes the planning, legislative affairs and capital development sections.

**Cheryl Clark, Government Affairs Manager
South Florida Regional Transportation Authority (SFRTA)**

Ms. Clark began working in politics in the Washington, DC office of Senator Connie Mack. She then worked for Governor Jeb Bush in his Office of Tourism, Trade and Economic Development. After earning her degree in Political Science from Florida State University, Ms. Clark moved to Capitol Hill where she worked for Members of the U.S. House of Representatives for several years as a policy advisor. Ms. Clark relocated to Florida to work for Senator Mel Martinez and assist with the start-up of his South Florida office. She was hired by the SFRTA in October 2005 to handle federal government relations as well as activities in Miami-Dade County.

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Broward County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

SUMMARY EXPLANATION AND BACKGROUND:

As agreed to by the Miami Urbanized Area's (UZA) four (4) designated recipients, SFRTA would utilize one of its general planning consultant, Kimley-Horn, to provide professional services necessary to analyze the data reporting techniques of the Miami, FL Urbanized Area (UZA) designated recipients. The designated recipients within the Miami UZA are Miami-Dade Transit (MDT), Broward County Transit (BCT), Palm Tran, and the South Florida Regional Transportation Authority (SFRTA). The data is used by Federal Transit Authority (FTA) in the distribution of Section 5307 Urbanized Area Program Formula Funds.

The consultant was assigned the tasks of examining the requirements and procedures of four (4) FTA funding programs: Section 5307 Urbanized Area Formula Program, Section 5316 Job Access and Reverse Commute Program, Section 5317 New Freedom Program and Section 5340 Growing States and High Density States Formula.

(Continued on page 2)

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 - Interlocal Agreement with Broward County](#)

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The total amount of the work order is \$69,266.69. Under the terms of the Interlocal Agreement, each county will reimburse SFRTA one-third of the cost which amounts to \$23,089 per county.

Staff is requesting approval of the Interlocal Agreement between the SFRTA and Miami-Dade County to provide reimbursement for the cost of utilizing its consultant, Kimley-Horn to provide professional services, in the amount of \$23,089.

I INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

Recommended by: [Signature] 9/13/06
Department Director Date

Approved by: [Signature] 9/13/06
Procurement Director Date

Authorized by: [Signature] 9/13/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
James A. Cummings	____ Yes ____ No	John Martinez	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	George A. Morgan, Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No	Commissioner James A. Scott	____ Yes ____ No
		Bill T. Smith	____ Yes ____ No

I INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

Recommended by _____
Department Director Date

Approved by _____
Procurement Director Date

Authorized by _____
Executive Director Date

Approved  9/11/06
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No
James A. Cummings _____ Yes _____ No
Marie Horenburger _____ Yes _____ No
Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No
John Martinez _____ Yes _____ No
George A. Morgan, Jr. _____ Yes _____ No
Commissioner James A. Scott _____ Yes _____ No
Bill T. Smith _____ Yes _____ No

**INTERLOCAL AGREEMENT
BETWEEN BROWARD COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PROVIDING FOR REIMBURSEMENT
FOR A SECTIONS 5307, 5316 AND 5317 FUND DISTRIBUTION EVALUATION**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2006, by and between Broward County, a political subdivision of the State of Florida ("Broward County"), and the South Florida Regional Transportation Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Chapter 343, Florida Statutes ("SFRTA").

WITNESSETH:

WHEREAS, based on the 2000 U.S. Census, Broward, Miami-Dade, and Palm Beach counties have been reclassified by the federal government as a single Urbanized Area for the purpose of receiving Section 5307 Urbanized Area ("UZA") Formula Grant funding; and

WHEREAS, this change in the formula fund distribution has created the need to ensure that the designated recipients, which includes the counties and SFRTA, are consistently reporting parameters to the Federal Transit Administration ("FTA"); and

WHEREAS, two additional funding programs in SAFETEA-LU will be administering as formula programs beginning in Fiscal Year 2006 - Section 5316 Job Access and Reverse Commute Program (JARC) and Section 5317 New Freedom Program - which will also need to be distributed among the designated recipients with the Miami UZA; and

WHEREAS, SFRTA has offered to authorize a consultant to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and the three counties; and

WHEREAS, the three counties have offered to reimburse SFRTA for SFRTA's cost of conducting the evaluation; and

WHEREAS, the parties now desire to enter into this Agreement to provide for the reimbursement of SFRTA for the Sections 5307, 5316 and 5317 Fund Distribution Evaluation;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.
2. PURPOSE. The purpose of this Agreement is to provide for SFRTA to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and Broward, Miami-Dade and Palm Beach counties and to provide for the reimbursement of SFRTA for its cost of having its consultant perform the evaluation. The Scope of

Services for this work is attached to and made a part of this Agreement as Exhibit "A.":

3. FUNDING BY SFRTA. SFRTA shall fund a work order to be issued to an SFRTA consultant for the preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation based up the Scope of Services, subject to SFRTA being reimbursed for the work by Broward, Miami-Dade and Palm Beach counties. The total fee for this work is \$69,267. A copy of the fee proposal for this work order is attached to and made a part of this Agreement as Exhibit "B."
4. COST REIMBURSEMENT. Broward County shall reimburse SFRTA for one-third (1/3) (\$23,089) of the total cost for preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation.
5. INVOICES. SFRTA shall present an invoice to Broward County on a form prescribed and approved by Broward County. The invoices shall be paid within thirty (30) of their receipt by Broward County.
7. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.
8. TERM. This Agreement shall commence when this Agreement is executed by both parties and shall terminate upon SFRTA's receipt of the payment from Broward County provided for in Paragraph 4.
9. TERMINATION FOR DEFAULT. Either party's failure to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.
10. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Broward County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.
11. MAINTENANCE OF RECORDS. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five

(5) years, the records shall be retained until resolution of the audit findings.

12. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
14. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
15. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
16. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.
17. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giuliatti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St., Suite 100
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore

For Broward County:

Chris Walton
Director
Broward County Transit
3201 W. Copans Road
Pompano Beach, Florida 33069

With a copy to:

Jeffrey Newton
County Attorney
115 S. Andrews Ave.
Fort Lauderdale, FL 33301

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2006

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

ATTEST:

**BROWARD COUNTY, THROUGH ITS
PURCHASING DIRECTOR**

Witness
(CORPORATE SEAL)

Purchasing Director

_____ day of _____, 2006

Approved as to form and legal sufficiency

Broward County Attorney

EXHIBIT A

Sections 5307, 5316 and 5317 Fund Distribution Evaluation

Scope of Services

Exhibit “B”

Fee Proposal

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Miami-Dade County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

SUMMARY EXPLANATION AND BACKGROUND:

As agreed to by the Miami Urbanized Area's (UZA) four (4) designated recipients, SFRTA would utilize one of its general planning consultant, Kimley-Horn, to provide professional services necessary to analyze the data reporting techniques of the Miami, FL Urbanized Area (UZA) designated recipients. The designated recipients within the Miami UZA are Miami-Dade Transit (MDT), Broward County Transit (BCT), Palm Tran, and the South Florida Regional Transportation Authority (SFRTA). The data is used by Federal Transit Authority (FTA) in the distribution of Section 5307 Urbanized Area Program Formula Funds.

The consultant was assigned the tasks of examining the requirements and procedures of four (4) FTA funding programs: Section 5307 Urbanized Area Formula Program, Section 5316 Job Access and Reverse Commute Program, Section 5317 New Freedom Program and Section 5340 Growing States and High Density States Formula.

(Continued on page 2)

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 - Interlocal Agreement with Miami-Dade County](#)

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The total amount of the work order is \$69,266.69. Under the terms of the Interlocal Agreement, each county will reimburse SFRTA one-third of the cost which amounts to \$23,089 per county.

Staff is requesting approval of the Interlocal Agreement between the SFRTA and Miami-Dade County to provide reimbursement for the cost of utilizing its consultant, Kimley-Horn to provide professional services, in the amount of \$23,089.

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

<p>Recommended by: <u>[Signature]</u> <u>9/13/06</u> Department Director Date</p> <p>Authorized by: <u>[Signature]</u> <u>9/13/06</u> Executive Director Date</p>	<p>Approved by: <u>[Signature]</u> <u>9/13/06</u> Procurement Director Date</p> <p>Approved as to Form by: _____ General Counsel Date</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No
James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No

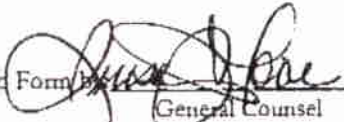
Commissioner Jeff Koons	_____ Yes _____ No
John Martinez	_____ Yes _____ No
George A. Morgan, Jr.	_____ Yes _____ No
Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

Recommended by: _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by _____
Executive Director Date

Approved as to Form by  9/14/06
General Counsel Date

Board Action:

Approved _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Nelsen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill F. Smith _____ Yes _____ No

**INTERLOCAL AGREEMENT
BETWEEN MIAMI-DADE COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PROVIDING FOR REIMBURSEMENT
FOR A SECTIONS 5307, 5316 AND 5317 FUND DISTRIBUTION EVALUATION**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2006, by and between Miami-Dade County, a political subdivision of the State of Florida ("Miami-Dade County"), and the South Florida Regional Transportation Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Chapter 343, Florida Statutes ("SFRTA").

WITNESSETH:

WHEREAS, based on the 2000 U.S. Census, Broward, Miami-Dade, and Palm Beach counties have been reclassified by the federal government as a single Urbanized Area for the purpose of receiving Section 5307 Urbanized Area ("UZA") Formula Grant funding; and

WHEREAS, this change in the formula fund distribution has created the need to ensure that the designated recipients, which includes the counties and SFRTA, are consistently reporting parameters to the Federal Transit Administration ("FTA"); and

WHEREAS, two additional funding programs in SAFETEA-LU will be administering as formula programs beginning in Fiscal Year 2006 - Section 5316 Job Access and Reverse Commute Program (JARC) and Section 5317 New Freedom Program - which will also need to be distributed among the designated recipients with the Miami UZA; and

WHEREAS, SFRTA has offered to authorize a consultant to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and the three counties; and

WHEREAS, the three counties have offered to reimburse SFRTA for SFRTA's cost of conducting the evaluation; and

WHEREAS, the parties now desire to enter into this Agreement to provide for the reimbursement of SFRTA for the Sections 5307, 5316 and 5317 Fund Distribution Evaluation;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.
2. PURPOSE. The purpose of this Agreement is to provide for SFRTA to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and Broward, Miami-Dade and Palm Beach counties and to provide for the reimbursement of SFRTA for its cost of having its consultant perform the evaluation. The Scope of

Services for this work is attached to and made a part of this Agreement as Exhibit "A.":

3. FUNDING BY SFRTA. SFRTA shall fund a work order to be issued to an SFRTA consultant for the preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation based up the Scope of Services, subject to SFRTA being reimbursed for the work by Broward, Miami-Dade and Palm Beach counties. The total fee for this work is \$69,267. A copy of the fee proposal for this work order is attached to and made a part of this Agreement as Exhibit "B."
4. COST REIMBURSEMENT. Miami-Dade County shall reimburse SFRTA for one-third (1/3) (\$23,089) of the total cost for preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation.
5. INVOICES. SFRTA shall present an invoice to Miami-Dade County on a form prescribed and approved by Miami-Dade County. The invoices shall be paid within thirty (30) of their receipt by Miami-Dade County.
7. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.
8. TERM. This Agreement shall commence when this Agreement is executed by both parties and shall terminate upon SFRTA's receipt of the payment from Miami-Dade County provided for in Paragraph 4.
9. TERMINATION FOR DEFAULT. Either party's failure to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.
10. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Miami-Dade County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.
11. MAINTENANCE OF RECORDS. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five

(5) years, the records shall be retained until resolution of the audit findings.

12. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
14. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
15. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
16. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.
17. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giuliatti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St., Suite 100
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore

For Miami-Dade County:

Roosevelt Bradley
Director
Miami-Dade Transit
Stephen P. Clark Center
111 NW 1st Street, Suite 910
Miami, FL 33128

With a copy to:

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2006

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

SFRTA General Counsel

ATTEST:

**MIAMI-DADE COUNTY,
THROUGH ITS
BOARD OF COUNTY
COMMISSIONERS**

Witness
(CORPORATE SEAL)

Mayor

_____ day of _____, 2006

Approved as to form and legal sufficiency

Miami-Dade County Attorney

EXHIBIT A

Sections 5307, 5316 and 5317 Fund Distribution Evaluation

Scope of Services

Exhibit “B”

Fee Proposal

Tracking No. _____

AGENDA ITEM NO. _____

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

REQUESTED ACTION:

MOTION TO APPROVE: Interlocal Agreement between the South Florida Regional Transportation Authority and Palm Beach County to provide reimbursement for the cost of utilizing its consultant to provide professional services, in the amount of \$23,089.

SUMMARY EXPLANATION AND BACKGROUND:

As agreed to by the Miami Urbanized Area's (UZA) four (4) designated recipients, SFRTA would utilize one of its general planning consultant, Kimley-Horn, to provide professional services necessary to analyze the data reporting techniques of the Miami, FL Urbanized Area (UZA) designated recipients. The designated recipients within the Miami UZA are Miami-Dade Transit (MDT), Broward County Transit (BCT), Palm Tran, and the South Florida Regional Transportation Authority (SFRTA). The data is used by Federal Transit Authority (FTA) in the distribution of Section 5307 Urbanized Area Program Formula Funds.

The consultant was assigned the tasks of examining the requirements and procedures of four (4) FTA funding programs: Section 5307 Urbanized Area Formula Program, Section 5316 Job Access and Reverse Commute Program, Section 5317 New Freedom Program and Section 5340 Growing States and High Density States Formula.

(Continued on page 2)

Department: Planning and Capital Development
Project Manager: William Cross

Department Director: Jack Stephens
Procurement Director: Chris Bross

FISCAL IMPACT: N/A

EXHIBITS ATTACHED: [Exhibit 1 - Interlocal Agreement with Palm Beach County](#)

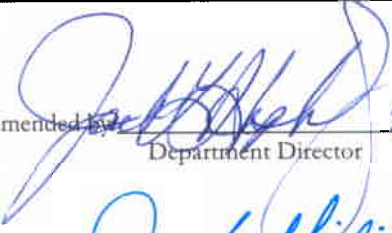


INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The total amount of the work order is \$69,266.69. Under the terms of the Interlocal Agreement, each county will reimburse SFRTA one-third of the cost which amounts to \$23,089 per county.

Staff is requesting approval of the Interlocal Agreement between the SFRTA and Miami-Dade County to provide reimbursement for the cost of utilizing its consultant, Kimley-Horn to provide professional services, in the amount of \$23,089.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

<p>Recommended by: <u></u> <u>5/13/06</u> Department Director Date</p> <p>Authorized by: <u></u> <u>9/13/06</u> Executive Director Date</p>	<p>Approved by: <u></u> <u>9/13/06</u> Procurement Director Date</p> <p>Approved as to Form by: _____ General Counsel Date</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Board Action:

Approved: ____ Yes ____ No

Vote: ____ Unanimous

Amended Motion:

<p>Commissioner Bruno Barreiro ____ Yes ____ No</p> <p>James A. Cummings ____ Yes ____ No</p> <p>Marie Horenburger ____ Yes ____ No</p> <p>Neisen Kasdin ____ Yes ____ No</p>	<p>Commissioner Jeff Koons ____ Yes ____ No</p> <p>John Martinez ____ Yes ____ No</p> <p>George A. Morgan, Jr. ____ Yes ____ No</p> <p>Commissioner James A. Scott ____ Yes ____ No</p> <p>Bill T. Smith ____ Yes ____ No</p>
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INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR ANALYSIS
OF DATA REPORTING BY UZA

Recommended by _____
Department Director Date

Approved by _____
Procurement Director Date

Authorized by _____
Executive Director Date

Approved as to _____ 9/11/06
General Counsel Date

Board Action:

Approved _____ Yes _____ No

Vote _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro _____ Yes _____ No

James A. Cummings _____ Yes _____ No

Marie Horenburger _____ Yes _____ No

Neisen Kasdin _____ Yes _____ No

Commissioner Jeff Koons _____ Yes _____ No

John Martinez _____ Yes _____ No

George A. Morgan, Jr. _____ Yes _____ No

Commissioner James A. Scott _____ Yes _____ No

Bill T. Smith _____ Yes _____ No

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PROVIDING FOR REIMBURSEMENT
FOR A SECTIONS 5307, 5316 AND 5317 FUND DISTRIBUTION EVALUATION**

THIS AGREEMENT ("Agreement") is made and entered into as of _____, 2006, by and between Palm Beach County, a political subdivision of the State of Florida ("Palm Beach County"), and the South Florida Regional Transportation Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Chapter 343, Florida Statutes ("SFRTA").

WITNESSETH:

WHEREAS, based on the 2000 U.S. Census, Broward, Miami-Dade, and Palm Beach counties have been reclassified by the federal government as a single Urbanized Area for the purpose of receiving Section 5307 Urbanized Area ("UZA") Formula Grant funding; and

WHEREAS, this change in the formula fund distribution has created the need to ensure that the designated recipients, which includes the counties and SFRTA, are consistently reporting parameters to the Federal Transit Administration ("FTA"); and

WHEREAS, two additional funding programs in SAFETEA-LU will be administering as formula programs beginning in Fiscal Year 2006 - Section 5316 Job Access and Reverse Commute Program (JARC) and Section 5317 New Freedom Program - which will also need to be distributed among the designated recipients with the Miami UZA; and

WHEREAS, SFRTA has offered to authorize a consultant to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and the three counties; and

WHEREAS, the three counties have offered to reimburse SFRTA for SFRTA's cost of conducting the evaluation; and

WHEREAS, the parties now desire to enter into this Agreement to provide for the reimbursement of SFRTA for the Sections 5307, 5316 and 5317 Fund Distribution Evaluation;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. RECITALS. The above recitals are true and correct and are incorporated herein.
2. PURPOSE. The purpose of this Agreement is to provide for SFRTA to undertake a Sections 5307, 5316 and 5317 Fund Distribution Evaluation on behalf of SFRTA and Broward, Miami-Dade and Palm Beach counties and to provide for the reimbursement of SFRTA for its cost of having its consultant perform the evaluation. The Scope of

Services for this work is attached to and made a part of this Agreement as Exhibit "A.":

3. FUNDING BY SFRTA. SFRTA shall fund a work order to be issued to an SFRTA consultant for the preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation based up the Scope of Services, subject to SFRTA being reimbursed for the work by Broward, Miami-Dade and Palm Beach counties. The total fee for this work is \$69,267. A copy of the fee proposal for this work order is attached to and made a part of this Agreement as Exhibit "B."
4. COST REIMBURSEMENT. Palm Beach County shall reimburse SFRTA for one-third (1/3) (\$23,089) of the total cost for preparation of the Sections 5307, 5316 and 5317 Fund Distribution Evaluation.
5. INVOICES. SFRTA shall present an invoice to Palm Beach County on a form prescribed and approved by Palm Beach County. The invoices shall be paid within thirty (30) of their receipt by Palm Beach County.
7. RECORDS. Both parties agree to provide reports and management information as requested in a timely manner.
8. TERM. This Agreement shall commence when this Agreement is executed by both parties and shall terminate upon SFRTA's receipt of the payment from Palm Beach County provided for in Paragraph 4.
9. TERMINATION FOR DEFAULT. Either party's failure to comply with the terms, conditions and specifications herein shall constitute a default, and the Agreement may be terminated at the discretion of the other party. The parties agree that termination of this Agreement by either party shall not waive any right or rights which one party may have against the other party for the breach of any term(s) of this Agreement.
10. FINANCIAL AUDITING. Both parties shall maintain such records, accounts, and financial records as are deemed reasonably necessary by both SFRTA and Palm Beach County to assure a proper accounting record. At reasonable intervals during regular business hours, parties to this Agreement and their duly authorized representatives and federal and state personnel shall have the right to audit, examine, and make excerpts in transcripts from both parties' records with respect to matters covered in this Agreement.

In the event funds paid to either party under this Agreement are subsequently disallowed by either party because of accounting errors or charges not in conformity with this Agreement, either party shall refund promptly such disallowed amounts to the other party as the case may warrant.
11. MAINTENANCE OF RECORDS. Both parties shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of the five

(5) years, the records shall be retained until resolution of the audit findings.

12. NO WAIVER. No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
13. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute the same Agreement.
14. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and agreement between the parties and supersedes previous agreements and representations whether written or oral.
15. MODIFICATION AND AMENDMENTS. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties against whom enforcement of such change would be sought.
16. EXHIBITS. All exhibits attached hereto contain additional terms of this Agreement and are incorporated as if actually set forth herein.
17. MAILING ADDRESSES. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the mailing addresses set forth below, unless such addresses shall have been changed by written notice. For the present, the parties designate the following as the respective places for giving of notice:

For SFRTA:

Joseph Giuliatti
Executive Director
South Florida Regional Transportation Authority
800 NW 33 St., Suite 100
Pompano Beach, Florida 33064

With a copy to:

Greenberg Traurig
777 S. Flagler Drive, Suite 300E
West Palm Beach, Florida 33401
Attention: Teresa J. Moore

For Palm Beach County:

Charles D. Cohen
Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Florida 33407

With a copy to:

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature.

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Joseph Giuliatti
Executive Director

By: _____
Chair

_____ day of _____, 2006

(SFRTA SEAL)

Approved as to form and legal
sufficiency by:

**PALM BEACH COUNTY, THROUGH
ITS BOARD OF COUNTY
COMMISSIONERS**

SFRTA General Counsel

Chair

_____ day of _____, 2006

ATTEST:

Approved as to Terms and Conditions:

Witness
(CORPORATE SEAL)

Charles D. Cohen
Executive Director

Approved as to form and legal sufficiency

Palm Beach County Attorney

EXHIBIT A

Sections 5307, 5316 and 5317 Fund Distribution Evaluation

Scope of Services

Exhibit “B”

Fee Proposal

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

REVISION TO EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

REQUESTED ACTION:

MOTION TO APPROVE: The replacement of Evaluation and Selection Committee member James Fourcade, BCT Transit Manager of Maintenance, with Bradley Barkman, SFRTA Director of Operations, for the analysis and ranking of proposals for the Universal Automated Fare Collection System.

SUMMARY EXPLANATION AND BACKGROUND:

At the June 23, 2006 SFRTA Governing Board Meeting, the composition of the Evaluation and Selection Committee was approved to evaluate, score and rank proposals submitted in response to Request for Proposal (RFP) No. 05-722 for a regional Universal Automated Fare Collection System. Subsequent to that meeting, SFRTA staff received written notification from Broward County Transit (BCT) to alter its status in this procurement, changing its equipment requirements from the base procurement to listed options. Further, BCT has advised that a written notice will be provided to SFRTA requesting removal of the BCT representative from the Evaluation and Selection Committee. In order to fill the vacancy, it is recommended that the SFRTA Governing Board name SFRTA Operations Director Bradley Barkman to the Evaluation and Selection Committee in place of the BCT representative. The revised Committee will consist of three members representing Miami Dade Transit and two members representing SFRTA. Miami Dade will maintain the majority membership, as stipulated in the Interlocal Agreement executed by Miami Dade County and SFRTA. The results of the selection process will be presented to SFRTA's Governing Board.

Department: Executive
Project Manager: Renee Mathews

Department Director: Joe Giulietti
Procurement Director: Christopher Bross

FISCAL IMPACT: Not Applicable.

EXHIBITS ATTACHED: Exhibit 1 – Background of Replacement Member to Evaluation and Selection Committee

REVISION TO EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

Recommended by: _____
Department Director Date

Authorized by:  9/24/06
Executive Director Date

Approved by:  9/19/06
Procurement Director Date

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Neisen Kasdin	_____ Yes _____ No
Commissioner Jeff Koons	_____ Yes _____ No	John Martinez	_____ Yes _____ No
George Morgan Jr.	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

Tracking No. 09220670
 Page 2

AGENDA ITEM NO. R9

REVISION TO EVALUATION AND SELECTION COMMITTEE FOR
REQUEST FOR PROPOSAL NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM

Recommended by _____
 Department Director Date

Approved by _____
 Procurement Director Date

Authorized by _____
 Executive Director Date

Approved as to Form by _____
 General Counsel Date

[Signature] for 9/18/06
 General Counsel Date

Board Action:

Approved: _____ Yes _____ No

Vote: _____ Unanimous

Amended Motion:

Commissioner Bruno Barreiro	_____ Yes _____ No	James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Nelsen Kasdin	_____ Yes _____ No
Commissioner Jeff Koons	_____ Yes _____ No	John Martinez	_____ Yes _____ No
George Morgan Jr.	_____ Yes _____ No	Commissioner James A. Scott	_____ Yes _____ No
Bill T. Smith	_____ Yes _____ No		

**BACKGROUND OF EVALUATION AND SELECTION COMMITTEE MEMBERS FOR
THE ANALYSIS AND RANKING OF PROPOSALS FOR RFP NO. 05-722
UNIVERSAL AUTOMATED FARE COLLECTION SYSTEM**

Renee L. Matthews, CPA

SFRTA Manager of Special Projects and Regional
Program Manager for the UAFCS Project.

Renee has over 16 years experience with SFRTA in the government finance, accounting, financial reporting, cash management and revenue administration fields. Additionally, she previously served as SFRTA's Comptroller and Director of Revenue. Renee is a Florida Certified Public Accountant. She has been with SFRTA since August, 1989.

Hugh W. Chen, P.E.

MDT Chief, Field Engineering and Systems
Maintenance and MDT Project Manager for UAFCS
Project.

Hugh has over 14 years experience in public transit engineering in a variety of capacities. He currently supervises a staff of 144 including engineers, network and information technology professionals and service technicians. His responsibilities include maintenance of MDT system-wide electronic systems. He has been with MDT since March, 1992.

Jose H. Rodriguez

MDT Lead Field Test Engineer and MDT Deputy
Project Manager for UAFCS Project.

Jose has over 22 years experience with MDT primarily working on electrical engineering issues concerning Fare Collection Systems, Communications, and IT. He has been with MDT since October, 1983.

Daniel Mondesir

MDT Construction Manager III.

Daniel has been with MDT for over 10 years and is responsible for all Systems under the Design and Engineering Division of MDT. He is actively involved in the design, development and engineering of transit related systems including Fare Collection, Train Control, Traction Power, UPS, Communications, and Monitoring Network. He has been with MDT since January, 1995.

James FourcadeBCT Transit Manager of Maintenance.

James has in-depth knowledge of vehicles in public surface transit operations, support equipment and facilities. He comes to BCT with 20 years experience at WMATA including Manager of Bus Maintenance Analysis, Engineering and Maintenance Support as well as 10 years as Chief Maintenance Officer for the Greater Dayton RTA.

Bradley BarkmanDirector of Operations for SFRTA

Brad is responsible for overseeing the entire operation of SFRTA's commuter services. He has been employed with SFRTA for 6 years and possesses over 20 years of railroad experience. Prior to coming to SFRTA, he served as Assistant Chief Mechanical Officer and Operations Manager at MARC Train Service in Baltimore.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Consent ☒ Regular ☐ Public Hearing

AGREEMENT BETWEEN SFRTA AND FDOT FOR CAPITAL PROJECT FUNDING

REQUESTED ACTION:

A. MOTION TO APPROVE: Agreement between SFRTA and FDOT for Capital Project Funding in the amount not-to-exceed \$14 million, substantially as shown in Exhibit 1 (the "Agreement") and delegating to the Construction Oversight Committee ("COC") the authority to negotiate and finalize the Agreement, and the associated project list, as stated herein.

B. MOTION TO APPROVE: Amending the previous delegation to the Construction Oversight Committee regarding Segment 5 claims to take into consideration the terms of the Agreement.

SUMMARY EXPLANATION AND BACKGROUND:

In recognition of the Florida Department of Transportation's ("FDOT's") assistance in addressing the Segment 5 Project claims, SFRTA has been asked by FDOT to participate in the funding of transportation projects in the 3 counties within the SFRTA service territory in a not-to-exceed amount of \$14 million over the next five (5) years.

The Agreement allows SFRTA to use the \$2.67 million monies collected from the 3 counties pursuant to Section 343.58, F.S. ("County Dollars") or other monies identified by SFRTA. Section 343.58, F.S. states that the requirement of the counties to dedicate \$2.67 million per year ("County Dollars") would be repealed if "...by December 31, 2009, the South Florida Regional Transportation Authority has not received federal matching funds based upon the dedication of funds under subsection (1) [the \$2.67 million per county per year]..." We have researched whether this provision was intended to require all or just some of the County Dollars be used towards projects with a federal matching component. We have not found any legislative documentation that indicates the legislature's intent regarding this language. To date, FDOT has only been able to identify projects with local and state funding, where SFRTA's money would replace some or all of the state funding. If the legislature intended for all of the County Dollars to be used on projects with federal matching funds, then the use of any of the County Dollars on non-federally funded projects would violate this provision and it would be repealed.

(Continued on page 2)

Department: Legal
Project Manager:

Department Director:
Contracts Director:

FISCAL IMPACT: Maximum not-to-exceed amount of \$15 million over the next five (5) years.

EXHIBITS ATTACHED: Exhibit 1 – Agreement Between FDOT and SFRTA for Capital Project Funding

AGREEMENT BETWEEN SFRTA AND FDOT FOR CAPITAL PROJECT FUNDING

SUMMARY EXPLANATION AND BACKGROUND: (CONTINUED)

Conversely, if that was the intent, the matching requirement only exists until 12/31/09, after which presumably SFRTA can do whatever it wishes with the County Dollars and the obligation to pay the \$2.67 million per county per year would continue. General Counsel's interpretation of this provision is that it requires SFRTA to expend the County Funds, at some point in time prior to 12/31/09, on a project or projects with federal matching funds, but that the County Funds are also available for other projects without federal matching funds. The provided Agreement does not contain a requirement that the projects using County Funds also have federal matching funds, although it does require FDOT and SFRTA to try to use the money on projects with federal matching funds.

FDOT has requested that this Agreement be converted into a Joint Participation Agreement format (including their standard JPA language). Therefore, for that reason, we request that the COC be delegated authority to negotiate and finalize this Agreement with substantially the same intent as the one shown herein as a JPA with FDOT.

The Agreement also states that the COC will negotiate and approve the list of projects to be funded using SFRTA Monies within thirty (30) days after the Effective Date..

This agenda item also requests that the previous delegation to the COC to address Segment 5 claims up to the SFRTA budgeted amount for the project and any additional funds from third parties be amended to take into consideration the terms of this Agreement.

AGREEMENT BETWEEN SFRTA AND FDOT FOR CAPITAL PROJECT FUNDING

Recommended by: _____
Department Director Date

Approved by: _____
Contracts Director Date

Authorized by:  _____
Executive Director Date 9/24/06

Approved as to Form by: _____
General Counsel Date

Board Action:

Approved: Yes No

Vote: Unanimous

Amended Motion:

Commissioner Bruno Barreiro	____ Yes ____ No	James A. Cummings	____ Yes ____ No
Marie Horenburger	____ Yes ____ No	Commissioner Jeff Koons	____ Yes ____ No
John Martinez	____ Yes ____ No	Bill T. Smith	____ Yes ____ No
Commissioner James A. Scott	____ Yes ____ No	George Morgan, Jr.	____ Yes ____ No
Neisen Kasdin	____ Yes ____ No		

Tracking No. 09220671

AGENDA ITEM NO. R10

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AGREEMENT BETWEEN SFRTA AND FDOT FOR CAPITAL PROJECT FUNDING

Recommended by: _____
Department Director DateApproved by: _____
Contracts Director DateAuthorized by: _____
Executive Director DateApproved as to Form by:  9/18/06
General Counsel Date

Board Action

Approved _____ Yes _____ No

Vote _____ Unanimous

Amended Motion

Commissioner Bruno Barreiro	_____ Yes _____ No	James A. Cummings	_____ Yes _____ No
Marie Horenburger	_____ Yes _____ No	Commissioner Jeff Koons	_____ Yes _____ No
John Martinez	_____ Yes _____ No	Bill T. Smith	_____ Yes _____ No
Commissioner James A. Scott	_____ Yes _____ No	George Morgan, Jr	_____ Yes _____ No
Neisen Kasdin	_____ Yes _____ No		

**AGREEMENT BETWEEN SFRTA AND FDOT FOR CAPITAL PROJECT
FUNDING**

THIS AGREEMENT (the “Agreement”) is made and entered into as of the _____ day of _____ 2006 (“Effective Date”), by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, hereinafter called “**FDOT**” or the “**DEPARTMENT**,” and the **SOUTH FLORIDA REGIONAL TRANSPORTATION**, a body politic and corporate, a public instrumentality, and an agency of the State of Florida created under Chapter 343, Florida Statutes, hereinafter called “**SFRTA**.”

RECITALS

WHEREAS, the SFRTA receives \$2.67 million per year from each county in its service territory (“County Dollars”), which service territory is currently comprised of Miami-Dade, Broward and Palm Beach counties; and

WHEREAS, at this time, SFRTA has collected approximately \$24 million of County Dollars from the three counties since the adoption of the language in Section 343.58, Florida Statutes, in 2003; and

WHEREAS, in recognition of FDOT’s assistance in the Segment 5 Double Tracking Project, FDOT has requested that SFRTA apply County Dollars and/or other SFRTA monies (“SFRTA Monies”) to Projects (as defined herein) in lieu of programmed state dollars, as stated herein; and

WHEREAS, FDOT has agreed to assist SFRTA in the designation of such Projects;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, FDOT and SFRTA agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated by reference.

2. Representations by the Department.

The Department makes the following representations as the basis for the undertakings on its part herein contained.

(a) The Department has been duly created and is validly existing as a public agency under the laws of the State. The Department has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper official action the Department has been duly authorized to execute and deliver this Agreement. The obligations of the Department under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) There is no litigation pending or, to the knowledge of the Department, threatened with respect to this Agreement or which will affect the performance by the Department of its obligations under this Agreement.

(d) The execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the Department is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(e) All consents, waivers, approvals and other governmental actions required to be taken in order for the Department to fully comply with this Agreement have been received by the Department.

3. Representations by the SFRTA.

The SFRTA makes the following representations as the basis for the undertakings on its part herein contained.

(a) The SFRTA has been duly created and is validly existing as a body politic and corporate, a public instrumentality and an agency of the State existing under

the Statute. The SFRTA has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action the SFRTA has been duly authorized to execute and deliver this Agreement. The obligations of the SFRTA under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) There is no litigation pending or, to the knowledge of the SFRTA, threatened with respect to this Agreement or which will affect the performance by the SFRTA of its obligations under this Agreement.

(c) No default exists with respect to this Agreement and the execution of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the SFRTA is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(d) The SFRTA represents and warrants that neither the execution of this Agreement or the performance of its obligations hereunder, will violate any statutory, constitutional or other limitation with respect to the levy of taxes or as to the valid appropriation of moneys for the purposes hereof.

4. Contribution of SFRTA Monies.

(a) SFRTA agrees that it shall contribute up to \$14 million of SFRTA Monies in the next five (5) years toward transportation-related capital improvement projects in the FDOT Work Program (the "Projects"). The SFRTA Monies may be used in lieu of any programmed state dollars for the Projects.

(b) The Projects will be mutually agreed upon between FDOT and the SFRTA Construction Oversight Committee within thirty (30) days after the Effective Date.

(c) The parties will make good faith efforts to use the SFRTA Monies on Projects located in the 3 counties in the SFRTA service territory.

(d) The parties will make good faith efforts to assign the SFRTA Monies to Projects with federal matching funds.

5. Appropriations.

(a) All payments to be made by SFRTA hereunder are subject to the annual budget appropriation of the funds by the SFRTA Board.

(b) All payments to be made by the Department hereunder are subject to the annual appropriation of the funds therefor by the Florida Legislature. The provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

6. Standard Provisions.

a. Records, Audit Rights. FDOT and SFRTA shall establish and maintain accounting records in accordance with applicable legal requirements and good accounting practices. Each party shall permit and shall require its contractors, subcontractors and agents to permit the other party's authorized representatives to, upon reasonable notice to the other party and during normal business administration hours, (a) inspect all work, materials, payrolls, records and (b) audit the books, records and accounts, in each case, pertaining to the design, construction, operation, maintenance, and financing of the

Projects to ensure compliance with this Agreement or any other agreement between the parties.

b. Not an Authorized Agent. Neither party is an agent of the other party for any purpose such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the other party, except as expressly provided. Neither party shall be bound by any unauthorized acts or conduct of the other party.

c. Not Employees. Neither party's employees are employees of the other party and therefore, are not entitled to the benefits of employees of the other party.

d. Assignment. Neither party shall sell, assign, or otherwise transfer its rights and obligations under this Agreement without the prior written consent of the other party.

e. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Each party agrees to waive its right to a trial by jury.

f. Venue. If any judicial action arises out of this Agreement, the venue of any such action will be in Broward County, Florida. The parties agree that any and all applicable provisions of Federal, State, County and local laws and all ordinances, rules and regulations shall govern this Agreement.

g. Severability Clause. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of the Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties. In such event, the parties agree to negotiate in good faith to reach an equitable agreement which shall affect the interest of the parties as set forth in this Agreement.

h. No Third Party Beneficiary. The parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof is for the exclusive benefit of FDOT and SFRTA and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of

this Agreement, or to be a third-party beneficiary thereof, except to the extent expressly provided herein.

i. Exclusive Remedies. The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in Agreement, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

j. Consequential Damages. Except as otherwise specifically provided herein, neither party shall in any event be responsible or held liable to the other for any indirect, incidental, special or consequential damages of any nature whatsoever, including liability for loss of use of property, loss of profits or other revenues interest, increased expenses or business interruption, however the same may be caused.

k. Extent of Certain Provisions. Except as expressly stated to the contrary herein, releases from, assumptions of and limitations on liability expressed in this Agreement, as well as waivers of subrogation rights, shall apply even in the event of the fault, negligence or strict liability of the party released or whose liability is limited or assumed or against whom rights of subrogation are waived, and shall extend to the officers, directors, employees, licensors, agents, affiliates, partners and related entities of such party.

l. Public Entity Crimes and Discrimination. Both parties acknowledge and agree to comply with the requirements relating to public entity crimes and discrimination, as set forth in §287.133 and §287.134, F. S.

m. Public Records. Either party has the right to unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. No such cancellation shall occur without written notice from the non-breaching party to the other party (the "Notice"). The breaching party shall have fifteen (15) working days from the date of receipt of the Notice to correct the refusal or to provide the non-breaching party with justification as to why the refusal is in compliance with the provisions of Florida law relating to public records.

n. Restrictions on Lobbying - Federal Funds. The parties agree that no federal appropriated funds received by either party from the other have been paid or will be paid

by or on behalf of the receiving party to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan or cooperative agreement.

o. Restrictions on Lobbying - State Funds. No State funds received pursuant to this Agreement may be expended for lobbying the Legislature, the Judicial Branch, or a State agency.

p. Waiver. Unless otherwise agreed, the delay or failure by either Party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that Party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

q. Amendments. Any changes, modifications, or deletions to this Agreement shall be in writing and with the same formality of execution as this document.

r. Further Assurances. The parties will, subsequent to the effective date of this Agreement, and without any additional consideration, execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

s. Entire Agreement. This Agreement, and any amendments thereto, constitutes the full and complete Agreement of the parties hereto and supersedes any prior agreements, arrangements and communications, whether oral or written between the parties, with respect to the subject matter hereof. Each party acknowledges that it is entering into the Agreement solely on the basis of the representations contained herein, and for its own purposes and not for the benefit of any third party.

t. Termination. This Agreement shall terminate on June 30th of the fifth year after the Effective Date or by mutual written agreement by the parties, whichever comes first after which neither party shall have any further obligations under this Agreement. .

u. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, this Agreement is agreed to as of the date first above written by the undersigned parties.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Attest: _____
Executive Director

By: _____
Chair

Approved as to form and legal sufficiency:

SFRTA General Counsel

FLORIDA DEPARTMENT OF TRANSPORTATION

Attest: _____ By: _____
Authorized Representative

Approved as to legal form and sufficiency:

By: _____
FDOT General Counsel

MINUTES
PROPERTY COMMITTEE MEETING
OF AUGUST 25, 2006

The Property Committee meeting was held at 8:30 a.m. on Friday, August 25, 2006 in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices, located at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Commissioner James Scott, SFRTA Board Chair and Property Committee Chair
Mr. Bill Smith, SFRTA Board Member and Property Committee Vice-Chair
Mr. George Morgan, Jr., SFRTA Board Member

ALSO PRESENT:

Mr. Joseph Giulietti, SFRTA Executive Director
Mr. Jack Stephens, SFRTA Deputy Executive Director
Mr. Chris Bross, SFRTA
Mr. William Cross, SFRTA
Mr. Ford Gibson, San Remo Developments, Inc.
Mr. Reeder Glass, Holland & Knight (Via Telephone Conference)
Ms. Diane Hernandez Del Calvo, SFRTA
Ms. Mary Jane Lear, SFRTA
Mr. Dan Mazza, SFRTA
Ms. Teresa Moore, Greenburg & Traurig
Mr. Jeff Olson, SFRTA
Ms. Flavia Silva, SFRTA

CALL TO ORDER

The Chair called the meeting to order at 8:40 a.m.

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Morgan moved for approval of the Agenda. The motion was seconded by Mr. Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Agenda approved unanimously.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public at this meeting.

CONSENT AGENDA

Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Property Committee Meeting of June 21, 2006

Mr. Morgan moved for approval of the Consent Agenda. The motion was seconded by Mr. Smith.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the Consent Agenda approved unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

R1 - MOTION TO RECOMMEND: Schedule I to Development & Lease Agreement between the South Florida Regional Transportation Authority and Boca Tri-Rail Center, LLC for joint use and development of the Phase II site (approximately 2.5 acres) adjacent to the Boca Raton Tri-Rail Station, and authorize the Executive Director to sign the final Development & Lease Agreement in substantially the format presented.

Mr. Giulietti, SFRTA Executive Director, recommended Item R1 be withdrawn from the Regular Agenda since SFRTA and San Remo Developments, Inc., (San Remo) have not reached a consensus to the terms of the Development & Lease Agreement.

Mr. Gibson, San Remo, addressed the Property Committee on San Remo's position regarding the Development & Lease Agreement negotiations.

Mr. Morgan reported to the Property Committee concerning the negotiations between San Remo and SFRTA.

Mr. Smith moved to delete item R1 from the Regular Agenda. The motion was seconded by Mr. Morgan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously.

There was discussion amongst the members regarding the City of Boca Raton development plans and SFRTA's future plans to move forward with a joint development project within the City of Boca Raton.

Mr. Smith moved to direct staff and Mr. Morgan to meet with the City of Boca Raton to discuss the development plan and possible additional uses for the property and to report back

to the Property Committee with results of the discussions and at that time the Property Committee will decide whether or not to proceed with another procurement. The motion was seconded by Mr. Morgan.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion approved unanimously. The Chair moved the discussions to the next item on the Agenda.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

OTHER BUSINESS

There was no Other Business discussed at this meeting.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Reports/Comments from the SFRTA Executive Director.

PROPERTY COMMITTEE MEMBER COMMENTS

Mr. Smith requested staff to include on the Property Committee Agenda an update on the current projects surrounding SFRTA/Tri-Rail stations.

Mr. Morgan stated that SFRTA staff needs to be more active in relation to the agency's plans to develop new or expand existing facilities. Mr. Morgan and Mr. Smith requested an inventory of SFRTA, the Florida Department of Transportation (FDOT), public-owned properties throughout the rail corridor to evaluate real estate opportunities. Mr. Morgan requested that staff move forward with development of SFRTA Administrative office. Mr. Morgan related to the Property Committee members his conversations with Governor Jeb Bush and Miami-Dade County Manager, Mr. George Burgess, regarding park-and-ride facilities and suggested that SFRTA needs to look into ways of serving the Dolphin Stadium.

Mr. Stephens stated that staff is currently working on a major parking study of the entire corridor and, that the initial report should be ready within the next 30 days. The Chair requested the report be presented at the next Property Committee meeting.

ADJOURNMENT

The meeting was adjourned at 9:20 a.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
CONSTRUCTION OVERSIGHT COMMITTEE MEETING
AUGUST 8, 2006

A meeting of the South Florida Regional Transportation Authority (SFRTA/Tri-Rail) Construction Oversight Committee was held at 9:00 a.m. on Tuesday, August 8, 2006 at the offices of James A. Cummings, Inc., 3575 NW 53rd Street, Ft. Lauderdale, Florida 33309.

COMMITTEE MEMBERS PRESENT:

Jim Cummings, Board Member, SFRTA

John Martinez, Board Member, SFRTA (via telephone)

ALSO PRESENT:

Dan Mazza, Director of Engineering and Construction, SFRTA

Marc Hackbarth, Project Manager, PMC

Pat McCammon, Segment 5 Contract Administrator, PMC

CALL TO ORDER

Mr. McCammon called the meeting to order at 9:01 a.m. and stated that this was a Public Meeting of the Construction Oversight Committee.

MOTION TO APPROVE: Minutes of the July 11, 2006 Construction Oversight Committee Meeting.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

MOTION TO APPROVE: Change Order No. 136 to Agreement No. 00-834 between SFRTA/Tri-Rail and Tri-County Rail Constructors, to provide for reimbursement for repairs to SFRTA property required as a result of Hurricane Wilma. This Change Order will add \$52,700.68 to the Contract value. There is no time modification required for this change.

Board Member Jim Cummings moved for approval of the item. The motion was seconded by Board Member John Martinez.

Hearing no discussion, item was approved.

ADJOURNMENT

There being no further business to discuss, the meeting was adjourned at 9:06 a.m.

DRAFT

MINUTES **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** **PLANNING TECHNICAL ADVISORY COMMITTEE (PTAC) MEETING** **AUGUST 16, 2006**

The Planning Technical Advisory Committee (PTAC) meeting was held at 10:00 a.m. on Wednesday, August 16, 2006, in the Board Room of the South Florida Regional Transportation Authority (SFRTA), Administrative Offices located at 800 NW 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT:

Mr. Randy Whitfield, Palm Beach Metropolitan Planning Organization (MPO), PTAC Chair
Mr. Wilson Fernandez, Miami-Dade Metropolitan Planning Organization (MPO)
Mr. Mario Garcia, Miami Dade Transit (MDT)
Mr. Enrique Zelaya, Broward County Metropolitan Planning Organization (MPO)
Mr. Fred Stubbs, Palm Tran
Mr. John Krane, Florida Department of Transportation District IV (FDOT)
Ms. Jeff Weidner, Florida Department of Transportation, District IV (FDOT)
Ms. Lynn Everett-Lee, South Florida Regional Planning Council (SFRPC)
Mr. Jonathan Roberson, Broward County Transit (BCT)
Mr. William Cross, South Florida Regional Transportation Authority (SFRTA)
Ms. Marlene Brunot, Treasure Coast Regional Planning Council (TCRPC)
Mr. Gary Donn, Florida Department of Transportation, District VI (FDOT)

COMMITTEE MEMBERS ABSENT:

None

ALSO PRESENT:

Ms. Cassandra Ecker, Carter & Burgess
Mr. Reed Everett-Lee, Carter & Burgess
Mr. Joe Yesbeck, Carter & Burgess
Mr. Dan Glickman, Citizen
Mr. Eric Goodman, South Florida Regional Transportation Authority (SFRTA)
Mr. Joe Quinty, South Florida Regional Transportation Authority (SFRTA)
Ms. Suzie Papillon, South Florida Regional Transportation Authority (SFRTA)
Ms. Cheryl Clark, South Florida Regional Transportation Authority (SFRTA)
Ms. Elaine Magnum, South Florida Regional Transportation Authority (SFRTA)

CALL TO ORDER

Chairman Whitfield called the meeting to order at 10:00 a.m.

ROLL CALL

Chairman Whitfield requested all present to introduce themselves.

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL – Additions, Deletions, Revisions

Mr. Krane moved for approval of the Agenda. The motion was seconded by Mr. Stubbs.

DISCUSSION ITEMS

None.

MATTERS BY THE PUBLIC – Persons wishing to address the Committee are requested to complete an “Appearance Card” and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting.

There were no Matters by the Public at this meeting.

CONSENT AGENDA
Those matters included under the Consent Agenda are self-explanatory and are not expected to require review or discussion. Items will be enacted by one motion in the form listed below. If discussion is desired by any Committee Member, however, that item may be removed from the Consent Agenda and considered separately.

C1 – MOTION TO APPROVE: Minutes of Planning Technical Advisory Committee Meeting of April 19, 2006.

Mr. Krane moved for approval of the Consent Agenda. The motion was seconded by Mr. Robertson. All were in favor and the motion carried. The Committee Chair moved discussions to the next Agenda item.

REGULAR AGENDA
Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired.

RI - MOTION TO APPROVE: SFRTA Transit Development Plan (TDP) 2006-2011 Minor Update

Mr. Quinty, SFRTA Transportation Planning Manager, provided an overview of the SFRTA Transit Development Plan 2006-2011 Minor Update. Mr. Quinty began by explaining to PTAC members that in their packet were Chapters 1 through 3 of the TDP, and Chapter 4 will be distributed at today’s meeting. Mr. Quinty commented that at this time last year the SFRTA produced its first ever major Transit Development Plan (TDP) Update, covering the period FY 2005-2010. He added that every year transit operators must go through the TDP update process, and this is SFRTA’s first ever Minor Update. Mr. Quinty stated that the document was completed in house by SFRTA staff, and emphasized that there are no major changes or surprises included. He also thanked other SFRTA departments who contributed information to the document, including Operations, IT/Finance, Marketing, and Engineering.

Mr. Quinty mentioned that the document’s overall format remained the same except for Chapter 2. He stated that the format for Chapter 2 resulted from research of major and minor TDP’s from other parts of

the state. Mr. Quinty stated that this format in Chapter 2 uses the goals and objectives as the center piece of the document, and uses that as a base to provide updated information and happenings and direction for the agency. He added that Chapter 1 covers the major accomplishments for the agency in the past fiscal year. Four major accomplishments were identified in Chapter 1: completion of double tracking, an increase in ridership, improvement for on time performance, and the opening of the new Boca Raton Tri-Rail Station. Mr. Quinty stated in Chapter 3 a new fifth fiscal year (FY 2010-11) was added to the RTA projects list. Mr. Quinty said that the big deletion on the projects list is the Scripps/NW Tri-Rail Extension to interior Palm Beach County, as Scripps being relocated to Jupiter means such an extension is not under consideration right now. He mentioned that otherwise Chapter 3 has very minor adjustments to last year's list, done so to match up with SFRTA's regional priorities list submitted within the past year, and also where applicable tied to the budget figures included in Chapter 4. Mr. Quinty also apologized for not getting Chapter 4 to PTAC members sooner. He mentioned some difficulty in getting overall SFRTA budget data to match the format used in last year's major TDP update. Mr. Quinty concluded by asking PTAC members if they had any questions and hopefully recommendations that can be incorporated into the document. He reminded the committee that staff wants to present the Minor TDP to the SFRTA Board this month so that we can submit to Florida Department of Transportation (FDOT) by September 1st deadline.

Mr. Krane asked Mr. Quinty about the deletion of the Scripps Extension, which he noted parallels SR 710. Mr. Krane commented that FDOT is conducting the SR 710 PD&E study, which as part of its Phase I has a feasibility component of extending transit to Indiantown. He reminded everyone that Florida Research Park and other DRI's are still coming along 710, including 6 million square feet of industrial biotech. Mr. Krane expressed hope that SFRTA will coordinate with FDOT on their study.

Mr. Fernandez asked if this TDP was a cost feasible plan, since in Chapter 4 the 5 year operating plan matches up with its expected revenue stream in the 5 years. He also wondered if within the document SFRTA identified any unfunded needs that you would like to see implemented within the next 5 years TDP Plan. Mr. Quinty responded that the intent of this TDP Minor Update was to keep it simple and within the known as far as funding and where the RTA was going in the next 5 years. Mr. Quinty added that the RTA is looking to roll quickly into starting its major TDP update process again this fall, which is going to look at this issue in a lot more in detail and help develop a projects wish list, incorporating a the findings of other studies that are just underway and will be discussed later in today's agenda.

Mr. Stubbs commented that in the document SFRTA acknowledges that the \$2.00 rental car surcharge failed and that SFRTA supports Broward County with their ballot initiative. He then asked if SFRTA had any long range strategy to identify and pursue funding in the future. Mr. Cross responded that SFRTA will continue trying. Mr. Cross said that SFRTA has identified approximately \$40- 45 million being needed annually. He added the RTA has decided to be flexible on the funding sources and will let the politics in Tallahassee help decide what the source should be. He also reminded that the \$2 rental car surcharge was not a SFRTA recommended approach, but was actually initiated by Orlando. Mr. Cross mentioned that SFRTA will have a Legislative Committee Meeting and a follow up Board Meeting to address this issue in the fall and expects further direction at that time.

Mr. Roberson asked if there was a relationship between a line for "Regional Projects" at about \$8 million a year for the next three years in Table 4-4 "Expenditures," and the line for "County Capital Contribution" in the bottom row of Table 4-3 "Revenue." Mr. Quinty replied that he thought the Regional Projects line was somewhat open ended and not tied directly to the Capital Contribution. Mr. Roberson asked if the Broward County capital contribution goes to service or infrastructure in Broward County or is SFRTA banking a lot of it? Mr. Cross replied that for the capital dollars being provided by the counties, every

penny of that is being banked, none of that has been spent for the first project. Mr. Cross added that for capital investment, the purchase of 8 new cabs cars and 4 trailer cars is coming to the SFRTA Board in August. SFRTA is proposing to spend 6 million on this, and it will be matched with \$6 million of TRIP funding and \$12 million of federal funds. Beyond that there has been no expenditure of that county capital contribution money.

Mr. Zelaya requested clarification from Mr. Fernandez of the Miami-Dade MPO on new commuter rail service being considered in the Kendall area of Miami-Dade County, and whether this needs to be indicated in the SFRTA TDP. Mr. Fernandez replied that's why earlier he was asking about potential future cost feasible needs versus strategic. Mr. Fernandez added that the Kendall project and some other things in Miami-Dade haven't been fully decided upon, and the cost and the details of the projects aren't clear, so it's little bit premature to add them to any lists. It was also mentioned that an update on the status of the Kendall Corridor Study will be given at the September PTAC meeting.

Mr. Weidner commented that this seems to be very tight way of presenting the TDP, as it includes the operating budget for running Tri-Rail, but there's no mention of various other regional projects. Mr. Weidner expressed the opinion that the SFRTA Board is anticipating seeing something more than just the Tri-Rail budget. Mr. Cross explained that he and Mr. Quinty identified a lot of shortcomings in last year's TDP Major Update, and there are lots of things we would like to see added into this Minor Update, but given the deadline of September 1st the decision was made to not try and address those issues as part of this document. Mr. Cross then informed the committee that SFRTA staff is already working on a scope for a significant TDP Major Update for 2007, and one of the key areas to be focused on is a better project identification, so that projects are organized for timely submittal to SEFTC and others next summer.

Mr. Weidner also commented on Chapter 4's Table 4-5, specifically the line showing FDOT-Feeder Service JPA 2006-2007 \$2,662,774. He mentioned that FDOT gives \$2 million to SFRTA on a regular basis for this purpose, and the additional \$662,000 was because of RTA's enhanced service to 20 minutes service on Tri-Rail. This extra funding to help meet 20 minute trains was only going to be provided by FDOT for 3 years. He questioned why it's been increased every year in Table 4-5, and guessed that SFRTA just applied some sort of inflation factor as part of the graphic. Mr. Quinty agreed to check with SFRTA finance staff and look into this issue further. In closing, Mr. Quinty, requested all PTAC members to please review the additional documents distributed this morning at their convenience, and let him know of any comments so he can incorporate changes into the final version of the document.

Chairman Whitfield asked if there was a recommendation from the Committee to approve transmittal to FDOT, incorporating comments received here today. Motion by Mr. Weidner, Second Ms. Everett-Lee. All in favor, motion carried unanimously.

INFORMATION / PRESENTATION ITEMS

Action not required, provided for information purposes only.

11. - INFORMATION: Regional Long Range Transportation Plan (RLRTP) Status, including
Discussions of TDP Goals/Objectives of Area Transit Operators

Chairman Whitfield gave an update on the status of the RLRTP. He reported that the RLRTP Committee is still meeting on a regular basis. He reported that a list of the TRIP Projects that were submitted for funding in the 2005-06 and 2006-07 has been completed, and the committee is now working on updating the regional goals and objectives and measures of effectiveness. He pointed out that the committee has been trying out different priority systems that are based on the goals and objectives, and it is required that the next list of TRIP projects be submitted to FDOT in draft form by September 30th. He stated that the

committee is going through the process right now of doing that ranking for the all regional projects, which is due to be submitted by the individual agencies later today. He reported that a RL RTP subcommittee will be meeting in a couple of weeks to take a look at that more closely. The next Long Range Plan Committee Meeting is in September 20th in the afternoon, and the SEFTEC meeting on October 12th.

Mr. Fernandez explained that he had to go back to his MPO Board to approve submitting additional project for the TRIP program, since District 6 had only released half of the funding of the TRIP program, and they have since released the other half. He reported that Miami-Dade MPO was trying to provide additional projects to be eligible that additional TRIP program money. There was also discussion of the eligibility of the Smart Card for TRIP funds and timeframe for PalmTran's inclusion into the Smart Card program.

12. - INFORMATION: SFRTA Strategic Regional Transit Plan

Ms. Ecker, Project Manager with Carter & Burgess, distributed handouts to PTAC members and conducted a Power Point Presentation on the kick-off of the SFRTA Strategic Regional Transit Plan. Main topics covered in the presentation included goals & objectives, key tasks, partner agencies, and project schedule. Ms. Ecker stated that this plan is an opportunity for the SFRTA to really take an innovative look at where it wants to go while meeting the agency's mission statement. She added that the objective of the plan will be to look at what are the real needs for regional transit in the area are, and define some investment strategies that the SFRTA could pursue as part of that, while looking at those community values that SFRTA could support. Ms. Ecker also commented that the other part of this project is for the SFRTA to solidify the definition of its role in how it's going to pursue projects in the future. She continued, some of the key tasks in the project including understanding those institutional roles and the plans of the agencies that are represented here today. Also to be examined will be those key regional trips flows, market trends and some high opportunity corridors. Ms. Ecker stressed that there will be opportunities for groups like the PTAC and all of its member agencies to participate and provide comments on this plan. She stated that as part of the project, she will be calling each PTAC member agency to set up individual briefings and talk to you a lit bit about the project, listen to some of your concerns and try to incorporate those into the project. Ms. Ecker also promised that the project team will come back to this forum to provide updates on what we are doing and take your comments and questions. A very aggressive schedule is being pursued and the project team will be giving several presentations to the SFRTA Board. Ms. Ecker concluded by emphasizing that this project is just getting started, and would welcome any questions or comments at this time.

13. - INFORMATION: Tri-Rail Station Parking and Circulation Study

Mr. Goodman, SFRTA Transportation Planner gave a verbal report on the Tri-Rail Station Parking and Circulation Study. Mr. Goodman explained that SFRTA staff is aware of a deficiency in parking capacity at some stations, especially due to the recent increase in ridership. He commented that SFRTA staff foresees more problems in the future with this issue. He also mentioned that building up some of the land around the stations with potential joint development and shared use parking projects will be examined. Mr. Goodman mentioned that all 18 stations are being examined to see what's out there, how it's being used, how we think it will be used in the future, and what improvements need to be made. Mr. Goodman explained that information gathered by consultant Kimley Horn so far includes how many spaces are provided, what types of spaces they are, and usage. Also being examined are circulation of all different types of vehicles coming in and out of the stations, including taxis, shuttles, buses, and bicycles. Mr. Goodman announced that in Phase 2 of the study, parking demands will be projected at 5 years

increments for the next 20 years, both at each individual station and for the system as a whole. He also explained how scenarios with high and low gas prices will be tested to see how demand for parking at stations is affected. Mr. Goodman stated that the inventory and demand projections will be used to develop a desirable improvements list. He mentioned that these improvements will be prioritized according to current needs, projected needs, and funding availability. Mr. Goodman spoke of potential solutions including surface lots where land is available and extra spaces are needed, as well as garages that could free up land where there is a higher demand, and contribute towards a joint development project. He mentioned some other ideas that may merit consideration, including permits, valet services, and more bicycle parking. Mr. Goodman concluded by saying Phase 2 of the study should be done in early October, and findings will be presented to the PTAC and SFRTA Board in November.

14. - INFORMATION: Central Palm Beach County Transportation Corridor Study

Mr. Quinty informed committee members that a Notice of Proceed for this study was finally issued by SFRTA in July. He reported that SFRTA staff is coordinating right now to schedule the study kick off meeting and set up the first project steering committee with various folks from the MPO and Palm Beach County agencies. Mr. Quinty noted that it is looking tentatively like the first steering committee meeting will be held after the Palm Beach MPO TAC meeting on September 6th. He mentioned that he waiting to hear back from project consultant Parsons Brinkerhoff on confirming the date and time. Mr. Quinty also reminded everyone that SFRTA and Palm Beach MPO are jointly funding this study.

MONTHLY REPORTS
Action not required, provided for information purposes only.

OTHER BUSINESS

None.

SFRTA EXECUTIVE DIRECTOR REPORTS/COMMENTS

There were no Executive Director reports/comments at this meeting.

PTAC MEMBER COMMENTS

Mr. Quinty informed committee members of the upcoming PTAC schedule for 2006. He announced that the next meeting will be held on September 20, with the Vanpool Program Transition being the main item on the agenda. He also stated that there will also likely be a November 2006 PTAC meeting, with the outcome of the first phase of the South Florida East Coast Corridor Study being the focus. Mr. Quinty noted that the previously scheduled date of November 15 may be changed. He commented that he may send out an e-mail to PTAC members to get input on available dates, or discuss further at the September meeting.

ADJOURNMENT

There being no further business to discuss, the Committee Chair adjourned the meeting at 11:25 a.m.

The next meeting is scheduled for September 20, 2006.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
MARKETING COMMITTEE MEETING
AUGUST 15, 2006

The Marketing Committee Meeting of the South Florida Regional Transportation Authority Board of Directors was held at 2:30 P.M. on Tuesday, August 15, 2006 at the South Florida Regional Transportation Authority, Main Conference Room, 800 Northwest 33rd Street, Suite 100, Pompano Beach, Florida 33064.

COMMITTEE MEMBERS PRESENT

Lili Agee, Palm Tran
Bonnie Arnold (Chair), SFRTA/Tri-Rail
Phyllis Berry, BCT
Corine Williams, FDOT

COMMITTEE MEMBERS NOT PRESENT

Michael DeCossio, Metro-Dade Transit

ALSO PRESENT

Robyn Hankerson, Bitner Goodman
Steve Rosenberg, SFRTA/Tri-Rail

CALL TO ORDER

The Chair called the meeting to order at 2:15 p.m. and noted that a quorum was present.

MINUTES APPROVAL –

- Minutes approved at prior meeting

DISCUSSION ITEMS

FPTA CONFERENCE

- This Conference will take place on November 5th – 7th at the Marriott Hotel near Tri-Rail's West Palm Beach Station. Opening night festivities will be held at the Seminole Paradise Hard Rock Hotel and Casino in Hollywood. A train will leave the West Palm Beach Station at 6:53 p.m. to be met at the Ft. Lauderdale Airport Station by a Midnight Sun (Coach America) bus, which will transport passengers to the Hard Rock Hotel and Casino location. Two buses will be available for return to the train; one an early bus and a later bus at midnight.
- On Monday, a spouses' event was planned at Charley's Crab in Palm Beach, but due to negative feedback from Palm Beach about Palm Tran buses transporting people to the "Island," it was decided to take the business elsewhere. Ms. Arnold made arrangements with the Palm Beach Princess (lunch and show) for a cruise from 10:30 a.m. until 3:30 p.m. The cost is \$25.00 per person. The idea was very well-received by the Committee.
- Ms. Arnold is in the process of trying to arrange a Director's Dinner on Monday at the Governor's Club at the top of Phillips Point. She is hoping to gain entrée for this via a club member.
- The registration booth at the hotel will require staffing from 9:30 a.m. to 5:30 p.m. on Sunday and 7:00 a.m. to 5:00 p.m. on Monday. Ms. Agee will assign staff from 7:00 a.m. to noon. Ms. Arnold will staff people from noon to 5:00 p.m.
- SFRTA will be responsible for printing desktop names and posters. SFRTA graphic artist, Ari Justin Rothenberg will be the onsite photographer.
- Ms. Arnold will contact Jeff Koons of SFRTA's Board of Governors relative to securing local leaders to welcome the attendees. Joe Giulietti and Chuck Cohen will make opening remarks. Ms. Arnold will contact the three major newspapers as well as issuing a press release.
- Ms. Agee will contact Wes Watson of the FPTA for his opinion on music for Tuesday's reception banquet. She will also be responsible for onsite vendors at the hotel as well as the AV equipment. Bulletin boards and easels are needed. Ms. Arnold agreed to bring two laptop computers. Ms. Agee to bring a radio with CD-playing abilities in case the entrants have commercials to play.
- Tuesday, spouses will be free to come and go to City Place at their leisure.

RAIL~VOLUTION

- SFRTA and MDT are sponsoring this event next fall.
- Some expected journeys that will be taken with the event participants include Downtown Ft. Lauderdale via the Ft. Lauderdale Tri-Rail Station (may need help from BCT); Mizner Park, and a bicycle path along the Intracoastal in West Palm Beach (need a bicycle rental source); Santa Clara, Allapatah and Dadeland South stations via Metrorail. The purpose being to feature transit-oriented development.
- Ms. Arnold stated that she was researching a venue or club for a reception on opening night.
- Ms. Arnold stated that diversity needs to be incorporated into this group because at the Salt Lake City event, it wasn't very apparent.

ELECTION OF CHAIR AND VICE CHAIR

- Ms. Arnold explained that the logical progression is for the vice chair to become the chair, but Ms. Agee stated she did not feel comfortable accepting this responsibility at this time due to an extremely heavy workload.
- Ms. Arnold was unanimously voted chair and Ms. Agee was voted vice chair for fiscal year 2006-2007.

AGENCY REPORTS

BROWARD COUNTY TRANSIT

- Ms. Berry stated that a fare increase will be considered if the penny sales tax is not adopted.
- New service will be incorporated in January with two new bus routes.
- The "Leisure Grant" is ending on July 31, 2006.
- The college bus pass program grant has been successful, but will be ending.
- Hope to be able to offer free fares for the annual Communities in Motion Day; this year on October 6th.
- With regard to CIN, there are IVR issues that need to be corrected. There exists concern that Miami-Dade is not providing trip information for trips other than in Miami-Dade.
- Dump the Pump ad will be running throughout August. It is very informational in that it shows the whole system map.
- Working on legislative agenda for support of the \$2.00 surcharge
- Ms. Williams suggested that Ms. Berry researches the student program for the NJ transit system that operates in Orange, NJ. Ms. Berry stated that they have a very good program in place.

FDOT

- FDOT recently awarded Palm Tran service development funds for their new pilot route deviation shuttle service. This service will be complimentary to the current demand response service provided by Palm Tran Connection. The Department has initiated a district-wide contract with Gannett Fleming and their sub-consultant, Tindale Oliver to

conduct a regional transit efficiency study to assist the northern counties in streamlining their demand response programs, which will help create a more effective and efficient transit service. FDOT has authorized Tindale Oliver to begin making presentations at upcoming Local Coordinating Board Meetings and other committees across the district. From these presentations FDOT hopes to get the full support of each board

- Ms. Williams' office has reviewed all the applications submitted for discretionary grant funding. Applications have been prioritized based on the funding availability and on how soon implementation can take place. Ms. Williams' office is currently awaiting funding approval from FDOT's Central Office. At that point, funding availability will be determined for the next fiscal year.

MIAMI-DADE TRANSIT

No representation at this meeting

PALM TRAN

- New guide books have been printed (handed out samples at meeting)
- Train the trainer for disable children in Palm Beach County.
- 7-Day passes have been offered for \$20.00 with a \$1.00 savings, for use whenever, undated
- A survey of Belle Glades routes will take place by URS
- Gasoline campaign will be initiated
- Discussion with the City of Palm Beach need to take place relative to allowing Palm Tran buses on the Island.
- A fare increase is being considered after September 12th

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

- June and July ridership increased 36% over the same time last year
- Dump the Pump Day added about 2000 extra riders. What prevented this day from being overrun with passengers is the fact that they needed to print a voucher from the website. That extra step may have weeded out those who could be serious riders. It also allowed for a database of their names for future use.
- Ms. Arnold stated that she will be seeking FDOT funds to promote the new 48-train service, Tri-Rail's long-term goal. The New River Bridge will work toward the goal of 20-minute headway expected later this year.

OLD BUSINESS

None

NEW BUSINESS

None

With no further comments, the meeting adjourned at 4:00 p.m.

MINUTES
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
OPERATIONS TECHNICAL COMMITTEE MEETING
AUGUST 24, 2006

The regular Meeting of the South Florida Operations Technical Committee meeting was held on Thursday, August 24, 10:00 a.m., in the South Florida Regional Transportation Authority (SFRTA-Tri-Rail) Board room, at 800 NW 33rd Street, Suite 100, Pompano Beach, FL 33064.

COMMITTEE MEMBERS PRESENT:

Brad Barkman, SFRTA
Ray Holzweiss, FDOT
Gerry Gawaldo, Palm Tran
Steve Alperstein, MDTA
Jennifer Ryan, Commuter Services
Larry Penso, SFEC/TMA

COMMITTEE MEMBERS ABSENT:

Peter Wolz, BCT
Larry Skipper, CSX
Wayne Blalock, FEC
Tom Kirk, Amtrak
Paul Carpenter, DFTL/TMA

Also Present

Allen Yoder, SFRTA
Yolanda Shanks, PBC SC
Annette Coates, PBC SD
Steven Wherry, Blosser & Sayfie
Sidney Birckett, Veolia Transportation
Dan Glickman, Public
Margaret Ferrara, SFRTA

CALL TO ORDER

Mr. Ray Holzweiss, Chair of the Operations Technical Committee, called the meeting to order at 10:00 a.m. Roll call and general introductions.

MATTERS BY THE PUBLIC Persons wishing to address the Committee are requested to complete an "Appearance Card" and will be limited to three (3) minutes. Please see the Minutes Clerk prior to the meeting. Dan Glickman did speak at the meeting, but did not wish to fill out a card.

Mr. Dan Glickman, member of the public, requests the committee establish a modern regional complaint system using the electronic media in order to input the complaint, receive an identifying number and then track the complaint. Mr. Glickman also mentioned after taking the train, finding the buses there were no signs at BCT for the shuttle bus. The Deerfield Beach schedule is incorrect is incorrect - it has a.m. and it should be p.m. The Deerfield Beach bus does not run during the midday. Brad Barkman will research these matters and report findings to the committee and Mr. Glickman. The printed schedules will be corrected immediately.

CONSENT AGENDA

C1 – MOTION TO APPROVE – Minutes of Operations Technical Committee June 22, 2006 were approved. Larry Penso made a motion to approve the minutes. The motion was seconded by Gerry Gawaldo.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

REGULAR AGENDA

Those matters included under the Regular Agenda differ from the Consent Agenda in that items will be voted on individually. In addition, presentations will be made on each motion, if so desired. No items.

1. MOTION TO ELECT: Operations Technical Committee Chair and Vice Chair for FY 2006-2007.

Committee member Brad Barkman moved to elect Gerry Gawaldo, Palm Tran, to serve as Chair. The motion was seconded by Larry Penso.

The Chair called for further discussion and/or opposition to the motion. Upon hearing none, the Chair declared the motion carried unanimously.

As per the by-laws, an SFRTA member, Brad Barkman, Director of Operations of SFRTA, would remain as Vice Chair.

The committee presented a SFRTA/Tri-Rail model car and plaque to Ray Holzweiss for his efforts on this committee.

The FDOT rail department is going through transitional changes, merging with another department. FDOT may send a new representative, since Ray Holzweiss is going over to the highway division.

INFORMATION/PRESENTATION ITEMS

Action not required, provided for information purposes only.

INFORMATION DISCUSSION ITEMS

2. TRANSIT WATCH presented by Allen Yoder, SFRTA
 - Transit Watch Poster distributed
 - Joint media effort with Miami Dade Transit launched at MetroRail on August 17, 2006.
 - Use of materials and posters on trains and at stations
 - Report suspicious activities on trains, stations and buses and report to 1-800-Tri-Rail.
3. BOCA STATION UPDATE – Gerry Gawaldo
 - 8 bays for buses at the station
 - school buses should have a designated spot to park
 - school buses are parking incorrectly
 - School District Supervisor will re-educate the drivers
 - Parking area will be signed or painted for school bus
 - First spot coming in will be designated for school bus
 - no cars are permitted to park in that area

- exiting the station is not easy – need exit signs
 - SFRTA will handle the requested signage
4. HURRICANE PREPAREDNESS
- Five Satellite phones purchased by SFRTA
 - SFRTA switched to T-Mobile
 - Verizon Phones have hurricane plan in place
 - Broward and Palm Beach County are using Verizon
 - T-Mobile has agreements that other agencies could use their towers in emergencies
 - Federal Railroad Administration (FRA) requesting freight/ intercity/ commuter rail agencies to establish equipment available in case of mass evacuation in other areas – nationwide planning, if necessary
5. PHASE B UPDATE
- CSX / FDOT cooperation between parties to extend commuter service from Miami International Airport and southwest to the terminus at Homestead
 - Phase B will be contracted out for dispatch services
 - Corridor maintenance of way will be contracted out
 - CSX is in the process of hiring appraisers subject to Miami-Dade approval
 - Discussion between CSX and FDOT is moving towards enhancing commuter rail service in South Florida
 - No dates for Dispatch Request For Proposal (RFP) at this time
 - There should be several contractors bidding on this RFP
 - Operations, maintenance Request for Proposals are in progress and will be advertised soon
 - Specs are for a dispatch product under development
 - Critical issue : how long will it take the vendor to produce and set up the product
 - The plan is to dispatch in Hialeah with a backup in West Palm Beach
 - Miami will have two dispatch desks that they will alternate
 - Currently undetermined how long it will take to get the product / set up
6. NEW RIVER BRIDGE UPDATE – Brad Barkman, SFRTA
- Construction could be built in December, rail and tie to follow
 - Bridge could be in service on or about March or April 2007
 - Construction is progressing with no immediate problems
 - SFRTA dispatch of bridge, requirement are underway
 - New 48 train schedule to begin when bridge commissioned
 - Including 20 minute and 30 minute service
 - Ridership and on time performance on the increase
 - End to end service decreased from 1 hr 59 minutes to 1 hr 50 minutes currently and 1 hr 45 minutes when bridge commissioned
 - FEC at IRIS there is no Memorandum of Understanding between FEC and SFRTA it is first come first serve basis
 - The first come first serve application works for all agencies - FEC impacts are minimal
 - CSX did not want to dispatch the New River Bridge
7. UPDATES: PALM TRAN, PBCS, BCT, MIAMI-DADE, TMA, SFEC, SFCS
- PALM TRAN, new bid October 1, 2006 to increase service and purchase of 13 additional buses more aerodynamic – 42 feet – 35 passenger, possible move to 15 minute headways still in the planning stages
 - MDTA - Steve Alperstein, a new line up in the fall - no new service affecting Tri-Rail

- MDTA service down to Marathon – express route 34 on US 1 contracted
- TMA – ridership up 9.5 for the summer only dropped one point
- Two buses that service trains – come up with a solution - if the train is late the bus driver will check the time of the train with the ticket agent and will adjust his schedule according to the late train or check the Electronic Message boards
- Future consideration information technology to improve communications between bus and train service
- Question from Dan Glickman for a red light near the bus stop so that the driver will know when the train is arriving
- Drivers need to be engaged in conversation/communication with the agents, and to use the resources available, including radio to dispatch
- Dispatch then makes the final decision - also electronic message signs
- Managers from the each agency ride trains and buses daily to and from work and use the various connections to monitor efficiency of the systems
- The wait for buses usually does not exceed 5-10 minutes between trains

OTHER BUSINESS:

- Miami Airport / MIC discussion on moving possible temporary station at 25th Street
- Discussion to move the next meeting to November 2, 2006 was agreed by all members.
- Discussion to hold the January meeting at Palm Tran headquarters – Gerry will notify the group at the next meeting

NEW BUSINESS

OPERATIONS TECHNICAL COMMITTEE MEMBER COMMENTS

NEXT MEETING DATE: Thursday, November 2, 2006 @ 10:00 A.M. Board Room

ADJOURNMENT - the committee adjourned at 11:45 a.m.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☒ Information Item ☐ Presentation

EQUAL EMPLOYMENT OPPORTUNITY REPORT
YEAR END 2005

SUMMARY EXPLANATION AND BACKGROUND:

It is the policy and practice of the South Florida Regional Transportation Authority (SFRTA) to offer and provide all persons equal access to employment, projects or programs, or activities within SFRTA, in accordance with applicable laws and without regard to race, sex, religion, national origin, color, age, disabilities, marital status, medical condition, sexual orientation, political affiliation, veteran or military status or any other basis protected by applicable federal and state law.

SFRTA as a federal government grantee, engaged the services of The Champion Services Group, Inc. (CSG), a Human Resources and Management Consulting firm, to assist the Authority in developing a statistical process to capture, review, and evaluate its workforce for year end 2005 in accordance with federal Equal Employment Opportunity (EEO) Guidelines.

Based on the overall work process and subsequent findings, CSG found that the Authority continues to excel in all employment practices. In conclusion, CSG stated that it is their professional opinion that SFRTA is an outstanding "Equal Opportunity" employer. Its Management team creates a positive organization culture for workforce diversity to exist and provides leadership direction that establishes EEO as a core value.

EXHIBITS ATTACHED: [Exhibit 1- Executive Overview](#)

EQUAL EMPLOYMENT OPPORTUNITY REPORT
YEAR END 2005

Recommended by: _____
Department Director Date

Approved by:  7/13/06
Procurement Director Date

Authorized by:  9/13/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

AGENDA ITEM NO. 1-1

Page 2

EQUAL EMPLOYMENT OPPORTUNITY REPORT
YEAR END 2005

Recommended by _____
Department Director Date

Approved by: _____
Procurement Director Date

Authorized by: _____
Executive Director Date

Approved as to form by  9/11/06
General Counsel Date

EQUAL EMPLOYMENT OPPORTUNITY REPORT

Year End 2005

EXECUTIVE OVERVIEW

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

EXECUTIVE OVERVIEW

As a federal grantee, South Florida Regional Transportation Authority (The Authority) must maintain compliance with the Urban Mass Transportation Act's (UMTA) regarding Equal Employment Opportunity (EEO) Provisions Section 19, as amended. The Authority contracted The Champion Services Group, Inc. (CSG) to help develop its Affirmative Action Plan for year end 2006. The plan was created to demonstrate a strong commitment to EEO, through the establishment of employment goals to annually increase female and minority representation in the workplace.

The EEP and Affirmative Action Planning process took into consideration all applicable Equal Employment Opportunity (EEO) Laws and Federal Regulations such as, UMTA C-4704.1 and Section 504 of the Rehabilitation Act of 1973. This EEO review and analysis included the following components:

- ◆ Review of Year 2005 Equal Employment Opportunity planning procedures and actual Affirmative Action strategies, initiatives and efforts
- ◆ Review and analysis of Year 2005 employment trends and results
- ◆ Comparison of Year 2002, 2003 and 2004 EEO efforts vs. year end 2005
- ◆ Comparison of year 2001, 2002, 2003 and 2004 EEO results vs. year end 2005
- ◆ 2006 EEO goals through Affirmative Action planning

CSG used the same methodology as it did in prior years to create The Authority's 2006 EEO/Affirmative Action Plan. CSG reviewed and analyzed all relative data and information, as well as conducted a comparison analysis of work force trends based on the following:

- ◆ EEO/Affirmative Action Policy and Procedures
- ◆ Roles and responsibilities of management personnel
- ◆ Guidelines for Program implementation
- ◆ Workforce Analysis and Job Group Analysis
- ◆ Employment Personnel Activities
- ◆ Availability and Utilization Analysis
- ◆ Annual Goals and Timetables
- ◆ Identification of Problem Areas
- ◆ Action oriented "good faith" efforts, and
- ◆ Annual employment goals in all applicable job classifications and job groups
- ◆ Identification of challenges prohibiting EEO progress
- ◆ Creative solutions for increasing the representation of Minorities and Females in the workplace

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

EXECUTIVE OVERVIEW

SFRTA's 2005 EEO Commitment, Affirmative Action Efforts and Workforce Diversity trends confirmed the following:

- ◆ Executive Management is committed to workforce diversity and Equal Employment Opportunity. The Executive Director and his leadership team continue to take steps to ensure that individual differences are valued and respected in the workplace.
- ◆ The Authority's human resources and EEO officers are strong advocates of workforce diversity.
- ◆ Supervisory personnel, including Senior Management, in general are committed to Equal Employment Opportunity and workforce diversity.
- ◆ Overall, The Authority is maintaining a quality workplace that allows employees to openly contribute to the success of the organization.
- ◆ The workforce is free of discriminatory and harassing behavior, as well as actions of retaliation.

The Authority's overall efforts to recruit, employ, promote and retain Females and Minorities in the workplace is exceptional. This Executive Summary highlights the efforts made to place and retain Females and Minorities in specific job categories and job groups, as well as The Authority's overall commitment to equal employment opportunity commitment in 2005.

Δ Workforce Analysis

Overall Work Force

In spite of an increase in the employee population which impacted certain statistics, and the re-classification of several job positions, The Authority's efforts to place minorities and females was excellent in year 2005. Female representation was 58.4% versus 60.8% in 2004, a decrease of 2.4%. The minority representation for year end 2005 was 52.5% compared to 55.7% in 2004, a decrease of 3.2%. The statistical variation between year end 2005 and 2004 was not significant enough to impact The Authority's efforts in Equal Employment Opportunity.

Δ EEO Job Classifications

Officials/Managers (A)

- ◆ Female representation increased significantly from year end 2004 at 40.0% (8 of 20) to 48.0% (12 of 25) in 2005. Female head count increased by four (4) while the total headcount of all employees increased by five (5) in 2005.
- ◆ Minority representation decreased from 40.0% (8 of 20) in 2004 versus 28.0% (7 of 25) in 2005. Although there was a significant percentage differences between 2004 and 2005 in reality the actual minority representation decreased by one (1) person, eight (8) in 2004 to seven (7) in 2005.

EXECUTIVE OVERVIEW

Δ EEO Job Classifications (*cont'd*)

Professionals (B)

- ◆ Female representation increased by 0.3% in 2005 as females accounted for 54.5% (12 of 22) compared to 54.2% (11 of 24) in 2004.
- ◆ Minority representation decreased by 0.8% in 2005 as minorities accounted for 40.9% (9 of 22) compared to 41.7% (10 of 24) in 2004. Once again the actual headcount change was not impacted.

Technicians (C)

- ◆ Female representation decreased by 5.7% in 2005 as females accounted for 14.3% (1 of 7) compared to 20% (1 of 5) in 2004.
- ◆ Minority representation decreased by 2.9% in 2005 as minorities accounted for 57.1% (4 of 7) compared to 60.0% (3 of 5) in 2004.

Sales Workers (D)

- ◆ Female representation decreased by 7.9% in 2005 as females accounted for 65.6% (21 of 32) compared to 73.5% (25 of 34) in 2004.
- ◆ Minority representation increased by 7.3% in 2005 as minorities accounted for 75.0% (24 of 32) compared to 67.7% (23 of 34) in 2004.

Office/Clerical (E)

- ◆ Female and Minority representation increased by 1.0% in 2005 as females accounted for 86.7% (13 of 15) compared to 85.7% (12 of 14) in 2004.
- ◆ Minority representation decreased by 11.4% in 2005 as minorities accounted for 60.0% (9 of 15) compared to 71.4% (10 of 14) in 2004.

Employment Personnel Activities

Applicant Flow

- ◆ Female and Minority applicant flow dropped based on a lower total of all applicants in 2005. However, a total of 42 women (49.0%) and 45 minorities (52.0%) were identified out of 86 total applicants. Comparatively speaking, The Authority had 113 total applicants in 2004 of which 97 were females and minorities. Thus, there was not a significant statistical variation between 2005 and 2004. Additionally, the decrease did not impact the hiring of females and minorities.
- ◆ Females and Minorities were aggressively recruited for Officials/Managers, Professional and Sales positions. This factor was validated based on the actual placement of females and minorities in 2005.

EXECUTIVE OVERVIEW

Employment Personnel Activities (*cont'd*)

Applicant Flow (*cont'd*)

- ◆ The following is a break down of female and minority applicants in each job classification:
 - Officials/Managers: 31.6% (6 of 19) females and 21.1% (4 of 19) minorities
 - Professionals: 42.9% (3 of 7) females and 42.9% (3 of 7) minorities
 - Technicians: 18.2% (2 of 11) females and 63.6% (7 of 11) minorities
 - Sales workers: 44.0%(11 of 25) females and 72.4% (21 of 29) minorities

New Hires

- ◆ Overall, females and minorities hiring rate went down in 2005. Females were hired at 50.0% (12 of 24) and minorities at 37.5% (9 of 24) compared to 64.7% (11 of 17) and 50.0% (9 of 18) in 2004. This percentage decrease is not significant when compared to the actual placement of females (12 in 2005 vs. 11 in 2004) and minorities (9 in 2005 vs. 9 in 2004)
- ◆ The following analysis represent hiring trends of females and minorities in specific
 - Officials/Managers: 4 opportunities but no female or minority hires
 - Professionals: 7 opportunities with 4 (57.1%) female and 1 (14.3%) minority hire
 - Technicians: 3 opportunities with no female hires, but 2 (66.7%)minority hires
 - Sales: 6 opportunities with 3 (50.0%) female hires and 5 (83.3%) minority hire
 - Office clerical: 5 opportunities with 5 (100%) female hires and 1 (20.0%) minority hire

Promotions

- ◆ With only 6 promotion opportunities available, The Authority demonstrated a “good faith” effort when it promoted 3(50.0%) female and 4(66.7%) minority employees in 2005.
- ◆ The 2005 promotion efforts compare favorably with the 2004 rates of 66.7% (4 of 6) females and 33.4% (2 of 6) minorities.

Transfers

- ◆ The Authority made major changes in its 2005 job classifications and job groups. This organizational shift significantly impacted many incumbents as their job titles were reclassified based on roles and responsibilities, as well as due to an organizational re-alignment. However, these changes did not adversely affect females and minorities, nor did the changes create any major deficiencies in any job group(See 2005 transfers for details)

Terminations

- ◆ There were a total of 16 terminations in 2005 of which 12 were voluntary and 4 involuntary. Thus, The Authority only took direct action in 4 situations to terminate employees for cause for such offences as poor performance

EXECUTIVE OVERVIEW

Employment Personnel Activities *(cont'd)*

Terminations (cont'd)

- ◆ Female termination rate in 2005 was 56.0% (9 of 16) and the minority rate was 62.0% (10 of 16).
- ◆ What is most significant about the 2005 termination statistics is that in spite of having a high percentage of females (58.4%) and minorities (52.5%) in its workforce, The Authority was not impacted as a result of turnover as compared to 2004 when 100% of the terminations were females and minorities.

**Goals and Time Tables
For Year End 2006**

GOALS AND TIMETABLES

Affirmative Action Goals and Timetables are important to The Authority. Employment Placement goals are an organizational objective that is embraced by all supervisory personnel. The management team applies good faith efforts to all employment practices including recruitment and promotion activities. Placement goals are used to measure annual progress toward achieving Workforce Diversity through Equal Employment Opportunity and Affirmative Action in the workplace.

As with prior years, CSG used the following Goal Attainment five (5) factors to determine The Authority's EEO employment goals for 2006:

1. The employee population in a given job group is too small to include additional employees without turnover.
2. Minority groups, such as Native American and Asian's availability percentages are statistically too low to establish actual goals in specific job groups.
3. There is no hiring or promotion activity in the given Job Group.
4. The goal percentage and actual employee population in a job group are too small to statistically generate a headcount change.
5. The goal percentage does not equal a whole person. The rule of thumb is that a percentage number must be at least 0.5 or better to justify a whole number goal.

2006 SPECIFIC GOALS

Overall, The Authority continues to do an excellent job in placing and retaining Females and Minorities. Female and Minority representation in all job groups was excellent at year end 2005.

In job groups where the Female and Minority representation was underutilized by low percentage points, The Authority was unable to achieve these goals because the identified job group's incumbent headcounts were also low. In reality, The Authority did not establish "attainable" placement goals in job groups that had five (5) or less employees and minimal availability for year 2006.

**Annual EEO Goals Comparison
(2002, 2003, 2004, 2005, 2006)**

South Florida Regional Transportation Authority
2006 Workforce Diversity and Equal Employment Opportunity Plan

ANNUAL EEO GOALS COMPARISON

2002	2003	2004	2005	2006
<p>Total Goals - 9</p> <p>Total Female – 4</p> <p>Total Minority – 5</p> <p>Officials/Managers</p> <p>One (1) minority Executive Mgmt (A4)</p> <p>Professionals</p> <p>One (1) female Advanced (B2)</p> <p>Technicians</p> <p>One (1) female Upper (C3)</p> <p>One (1) minority Upper (C3)</p> <p>One (1) female Advanced (C2)</p> <p>One (1) minority Advanced (C2)</p> <p>Sales</p> <p>Two (2) Minorities Mid-level (D2)</p> <p>Service Workers</p> <p>One (1) female Entry (I1)</p>	<p>Total Goals - 3</p> <p>Total Female – 2</p> <p>Total Minority – 1</p> <p>Officials/Managers</p> <p>One (1) Female Senior (A3)</p> <p>One (1) Minority Senior (A3)</p> <p>Professionals</p> <p>One (1) Female Middle (B2)</p>	<p>Total Goals - 2</p> <p>Total Female – 2</p> <p>Total Minority – 0</p> <p>Professionals</p> <p>One (1) Female Mid-Level (B1)</p> <p>Technicians</p> <p>One (1) Female Advanced (C2)</p>	<p>Total Goals - 0</p> <p>Total Female –0</p> <p>Total Minority – 0</p>	<p>Total Goals - 3</p> <p>Total Female – 3</p> <p>Total Minority – 0</p> <p>Officials/Managers</p> <p>One (1) Female Mid level (A2)</p> <p>Sales</p> <p>Two (2) Females Mid-level (D2)</p>

**Year 2006 EEO Goals
And Support Data**

South Florida Regional Transportation Authority
2006 Workforce Diversity and Equal Employment Opportunity Plan

YEAR 2006 EEO GOALS AND SUPPORT DATA

The following data, based on year end 2005 statistics is presented to support the Equal Employment Opportunity findings and Affirmative Action goals by job group for year end 2006.

Officials/Managers

Executives (A4) Job Group

Females	
Availability	19.8%
(-) Employees in place	0%
(=) Goals (unattainable)	(19.8%)
Recommended Head Count Goal = 0 (only two [2] employees in job group, thus goal is unattainable due to factors one [1] and five [5])	

Minorities	
Availability	10.3%
(-) Employees in place	0%
(=) Goals (unattainable)	(10.3%)
Recommended Head Count Goal = 0 (only two [2] employees in job group, thus goal is unattainable due to factors one [1] and five [5])	

Senior (A3) Job Group

Females	
Availability	25.0%
(-) Employees in place	37.5%
(=) Goals (overutilized)	(3)
(=) Goals (overutilized)	(12.7%)
Recommended Head Count Goal= 0 (over utilized in the job group)	

Minorities	
Availability	12.6%
(-) Employees in place	25.0%
(=) Goals (overutilized)	(2)
(=) Goals (overutilized)	(12.4%)
Recommended Head Count = 0 (over utilized in the job group)	

Mid-Level (A2) Job Group

Females	
Availability	43.3%
(-) Employees in place	33.3%
(=) Goals (underutilized)	(3)
(=) Goals (underutilized)	10.0%
Recommended Head Count = 1 (underutilized in the job group)	

Minorities	
Availability	18.9%
(-) Employees in place	11.1%
(=) Goals (underutilized)	(1)
(=) Goals (underutilized)	47.8%
Recommended Head Count = 0 (Goal is unattainable due to factor five [5])	

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

YEAR 2006 EEO GOALS AND SUPPORT DATA

Officials/Managers *(cont'd)*

Low-Level (A1) Job Group

Females	
Availability	56.9%
(-) Employees in place	100.0%
	(6)
(=) Goals (overutilized)	(43.1%)
Recommended Head Count = 0 (overutilized in job group with six [6] females in job group.)	

Minorities	
Availability	8.6%
(-) Employees in place	66.7%
	(4)
(=) Goals (overutilized)	(58.1%)
Recommended Head Count = 0 (overutilized with only four [4] employees in job group which are Minorities)	

Professionals

Senior (B3) Job Group

Females	
Availability	34.6%
(-) Employees in place	55.6%
	(5)
(=) Goals (overutilized)	(21.0%)
Recommended Head Count = 0 (overutilized in the job group)	

Minorities	
Availability	37.6%
(-) Employees in place	55.6%
	(5)
(=) Goals (overutilized)	(18.0%)
Recommended Head Count = 0 (overutilized in the job group)	

Advanced (B2) Job Group

Females	
Availability	40.3%
(-) Employees in place	33.0%
	(1)
(=) Goals (overutilized)	(7.3%)
Recommended Head Count = 0 (only three [3] employees in job group and based on factors one (1) and five [5] goal is unattainable)	

Minorities	
Availability	12.4%
(-) Employees in place	33.0%
	(1)
(=) Goals (overutilized)	(20.6%)
Recommended Head Count = 0 (overutilized in the job group)	

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

YEAR 2006 EEO GOALS AND SUPPORT DATA

Professionals *(cont'd)*

Entry to Mid-Level (B1) Job Group

Females	
Availability	54.2%
(-) Employees in place	60.0%
	(6)
(=) Goals (overutilized)	(5.8%)
Recommended Head Count = 0 (over utilized in the job group)	

Minorities	
Availability	20.9%
(-) Employees in place	30.0%
	(3)
(=) Goals (overutilized)	(9.1%)
Recommended Head Count = 0 (over utilized in the Job Group)	

Technicians

Senior (C4) Job Group

Females	
Availability	34.8%
(-) Employees in place	0.0 %
	(0)
(=) Goals (unattainable)	(34.8%)
Recommended Head Count = 0 (only two [2] employees in job group and based on factors one [1] and five [5] goals is unattainable)	

Minorities	
Availability	20.2%
(-) Employees in place	50.0 %
	(1)
(=) Goals (overutilized)	(29.8%)
Recommended Head Count = 0 (over utilized in the job group)	

Upper (C3) Job Group

Females	
Availability	28.5%
(-) Employees in place	100.0 %
	(1)
(=) Goals (overutilized)	(71.5%)
Recommended Head Count = 0 (overutilized with one [1] employee in job group)	

Minorities	
Availability	21.0%
(-) Employees in place	0.0 %
	(0)
(=) Goals (underutilized)	21.0%
Recommended Head Count = 0 (only one [1] employee in the job group and based on factors one [1] and five [5] goal is unattainable)	

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

YEAR 2006 EEO GOALS AND SUPPORT DATA

Technicians (cont'd)

Advanced (C2) Job Group

Females	
Availability	6.1%
(-) Employees in place	0.0%
	0
(=) Goals (underutilized)	6.1%
Recommended Head Count = 0 (Availability percentage is too low to establish a goal based on factors one [1] and five [5])	

Minorities	
Availability	20.0%
(-) Employees in place	75.0%
	(3)
(=) Goals (overutilized)	(55.0%)
Recommended Head Count = 0 (overutilized in the job group)	

Sales

Senior (D3) Job Group

Females	
Availability	33.9%
(-) Employees in place	100.0%
	(2)
(=) Goals (overutilized)	(66.1%)
Recommended Head Count = 0 (overutilized in the job group with two [2] female employees in job group)	

Minorities	
Availability	29.6%
(-) Employees in place	0.0%
	(0)
(=) Goals (overutilized)	(29.6%)
Recommended Head Count = 0 (under utilized in the job group, but goal is unattainable due to factors one [1] and five [5])	

Mid-Level (D2) Job Group

Females	
Availability	56.3%
(-) Employees in place	28.6%
	(2)
(=) Goals (underutilized)	27.7%
Recommended Head Count = 2 (underutilized in the job group)	

Minorities	
Availability	26.8%
(-) Employees in place	85.7%
	(7)
(=) Goals (overutilized)	(58.9%)
Recommended Head Count = 0 (over utilized in the job group)	

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

YEAR 2006 EEO GOALS AND SUPPORT DATA

Sales (cont'd)

Entry-Level (D1) Job Group

Females	
Availability	68.3%
(-) Employees in place	73.9%
	(17)
(=) Goals (overutilized)	(5.6%)
Recommended Head Count = 0 (over utilized in the job group)	

Minorities	
Availability	45.4%
(-) Employees in place	78.3%
	(18)
(=) Goals (overutilized)	(32.9%)
Recommended Head Count = 0 (over utilized in the job group)	

Office and Clerical

Senior (E3) Job Group

Females	
Availability	63.5%
(-) Employees in place	100.0%
	(4)
(=) Goals (overutilized)	(36.5%)
Recommend head count = 0 (overutilized in the job group with all female employees)	

Minorities	
Availability	33.4%
(-) Employees in place	75.0%
	(3)
(=) Goals (overutilized)	(41.6%)
Recommended Head Count = 0 (overutilized in the job group with one [1] employees which are minorities)	

Advanced (E2) Job Group

Females	
Availability	69.5%
(-) Employees in place	87.5%
	(7)
(=) Goals (overutilized)	(18.0%)
Recommended Head Count = 0 (overutilized in the job group)	

Minorities	
Availability	33.7%
(-) Employees in place	37.5%
	(3)
(=) Goals (overutilized)	(3.8%)
Recommended Head Count = 0 (overutilized in the job group)	

YEAR 2006 EEO GOALS AND SUPPORT DATA

Office and Clerical (cont'd)

Entry (E1) Job Group

Females	
Availability	83.5%
(-) Employees in place	66.7%
	(2)
(=) Goals (underutilized)	16.8%
Recommended Head Count = 0 (only three [3] employees in job group, but goal unattainable based on factors one[1] and five [5])	

Minorities	
Availability	35.1%
(-) Employees in place	66.7%
	(2)
(=) Goals (overutilized)	(31.6%)
Recommended Head Count = 0 (overutilized in the job group)	

**Annual Employment Trends
For Year 2004 vs. Year 2005**

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

ANNUAL EMPLOYMENT TRENDS

YEAR 2004 vs. YEAR 2005

Trends	2004	2005	Variance
Workforce Representation			
Female	60.8%	58.4%	-2.4%
Minority	55.7%	52.5%	-3.2%
New Hires			
Female	64.7%	50.0	-14.7%
Minority	47.1%	37.5%	-9.6%
Promotions			
Female	66.7%	50.0%	-16.7%
Minority	33.3%	66.7%	33.4%
Terminations			
Female	100.0%	56.0%	-44.0%
Minority	100.0%	62.0%	-38.0%
Applicant Flow			
Female	56.7%	49.0%	-7.7%
Minority	51.5%	52.0%	-0.5%

**Annual Employment Trends
For Year 2003 vs. Year 2004**

ANNUAL EMPLOYMENT TRENDS

YEAR 2003 vs. YEAR 2004

Trends	2003	2004	Variance
Workforce Representation			
Female	59.8%	60.8%	1.0%
Minority	55.4%	55.7%	0.3%
New Hires			
Female	50.0%	64.7%	14.7%
Minority	61.1%	47.1%	-14.0%
Promotions			
Female	50.0%	66.7%	16.7%
Minority	87.5%	33.3%	-54.2%
Terminations			
Female	54.5%	100.0%	45.5%
Minority	54.5%	100.0%	45.5%
Applicant Flow			
Female	54.9%	56.7%	-1.8%
Minority	58.0%	51.5%	-7.5%

**Annual Employment Trends
Year 2002 vs. Year 2003**

ANNUAL EMPLOYMENT TRENDS

YEAR 2002 vs. YEAR 2003

Trends	2002	2003	Variance
Workforce Representation			
Female	59.7%	59.8%	0.1%
Minority	59.7%	55.4%	-4.3%
New Hires			
Female	64.0%	50.0%	-14.0%
Minority	76.0%	61.1%	-14.9%
Promotions			
Female	80.0%	50.0%	-30.0%
Minority	40.0%	87.5%	47.5%
Terminations			
Female	60.0%	54.5%	-5.5%
Minority	40.0%	54.5%	14.5%
Applicant Flow			
Female	65.2%	54.9%	-10.3%
Minority	62.3%	58.0%	-4.3%

**Annual Employment Trends
For Year 2001 vs. Year 2003**

ANNUAL EMPLOYMENT TRENDS

YEAR 2001 vs. YEAR 2003

Trends	2001	2003	Variance
Workforce Representation			
Female	56.4%	59.8%	3.4%
Minority	55.1%	55.4%	0.3%
New Hires			
Female	76.9%	50.0%	-26.9%
Minority	69.2%	61.1%	-8.1%
Promotions			
Female	57.1%	50.0%	-7.1%
Minority	71.4%	87.5%	16.1%
Terminations			
Female	62.5%	54.5%	-8.0%
Minority	100.0%	54.5%	-45.5%
Applicant Flow			
Female	82.4%	54.9%	-27.5%
Minority	63.7%	58.0%	-5.7%

**Annual Employment Trends
For Year 2001 vs. Year 2002**

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

ANNUAL EMPLOYMENT TRENDS

YEAR 2001 vs. YEAR 2002

Trends	2001	2002	Variance
Workforce Representation			
Female	56.4%	59.7%	3.3%
Minority	55.1%	59.7%	4.6%
New Hires			
Female	76.9%	64.0%	-12.9%
Minority	69.2%	76.0%	6.8%
Promotions			
Female	57.1%	80.0%	22.9%
Minority	71.4%	40.0%	-31.4%
Terminations			
Female	62.5%	60.0%	-2.5%
Minority	100.0%	40.0%	-60.0%
Applicant Flow			
Female	82.4%	65.2%	-17.2%
Minority	63.7%	62.3%	-1.4%

Conclusion and Recommendations

CONCLUSION

The Champion Services Group, Inc.'s review and analysis of The Authority's EEO Efforts and Affirmative Action Practices indicate the following:

- ◆ The Authority's Executive Director and Senior Management team fully supports The Authority's workforce diversity practices and affirmative action efforts
- ◆ The Authority uses internal resources such as its EEO officers and human resources to promote and maintain a work place that embraces Equal Employment Opportunity
- ◆ The Authority continues to demonstrate its commitment to the fair and equitable treatment of a diverse work force which includes all employees at every level
- ◆ The Authority is an "Equal Opportunity" employer regarding the hiring of females and minorities, and seeks "Affirmative" solutions to retain a diverse workforce
- ◆ The Authority recognizes the need for continuous improvement in the area of Affirmative Action and EEO, and is committed to achieving a balance workforce.

The Authority continues to excel in all employment practices which are reflected as follows:

Officials/Managers

- ◆ Female representation (48.0%) and minority representation (28.0%) are excellent
 - Females represent 37.5% in Senior A3, 33.3% in Mid-Level A2 and 100.00% in Low-Level A1 job groups
 - Minorities represent 25.0% in Senior A3, and 66.6% in Low-Level A1 job groups

Professionals

- ◆ Female representation (54.5%) and minority representation (40.9%) are excellent
 - Females represent 55.6% in Senior B3 and 60.0% in entry B1 job groups
 - Minorities represent 55.6% in Senior B3 and 33.3% in entry B1 job groups

Technicians

- ◆ Minority representation (57.1%) is outstanding
 - Minorities represent 50.0% in Senior C4 and 75.0% in advanced C2 job groups

Sales Worker

- ◆ Female representation (65.6%) and minority representation (75.0%) are excellent
 - Females represent 100.0% in Senior D3 and 65.6% in Entry D1
 - Minorities represent 85.7% in Mid D2 and 78.4% in Entry D1

South Florida Regional Transportation Authority

2006 Workforce Diversity and Equal Employment Opportunity Plan

CONCLUSION (cont'd)

In conclusion, it is the professional opinion of The Champion Services Group, Inc. that South Florida Regional Transportation Authority is an outstanding "Equal Opportunity" employer. Its Management team creates a positive organizational culture for workforce diversity to exist and provides the leadership direction that establishes EEO as a core value.

RECOMMENDATIONS

The Authority should take action to achieve the three (3) female EEO goals that were established for year 2006. In addition, The authority should continue its efforts to educate and train its employees in the following professional development processes during 2006/2007:

- ◆ A career planning process that includes a professional career assessment component
- ◆ A diversity council with employee representation from all levels to help generate creative ways to expand existing community involvement in the tri-county.
- ◆ An interpersonal relations training process which will include a series of learning opportunities such as cultural competency, behavioral social styles and cross-cultural communication for all levels of employees.

Tracking No. _____

AGENDA ITEM NO.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☐ Information Item

☒ Presentation

PLANNING & CAPITAL DEVELOPMENT DEPARTMENT ACTIVITIES

SUMMARY EXPLANATION AND BACKGROUND:

Mr. Bill Cross, Manager of Planning & Capital Development will provide a presentation on current and future planning activities of the South Florida Regional Transportation Authority (SFRTA).

EXHIBITS ATTACHED: Presentation (To be distributed under separate cover)

PLANNING & CAPITAL DEVELOPMENT DEPARTMENT ACTIVITIES

Recommended by:  9/13/06
Department Director Date

Approved by:  9/13/06
Contracts Director Date

Authorized by:  9/13/06
Executive Director Date

Approved as to Form by: _____
General Counsel Date

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
SEPTEMBER 22, 2006

AGENDA ITEM REPORT

☒ Information Item

☒ Presentation

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

SUMMARY EXPLANATION AND BACKGROUND:

PROJECT DESCRIPTION:

The Florida Department of Transportation (FDOT) District 4 is leading a regional partnership that is conducting the South Florida East Coast Corridor (SFECC) Transit Analysis Study. The scope of this Transit Analysis Study (TAS) is to develop and analyze alternatives that potentially integrate passenger and freight transport along the SFECC, which is centered along the existing FEC Railway. The study will consider various alignments and transit technologies. Right-of-way on streets and areas parallel to the SFECC, as well as stretches of waterways, will be evaluated for the alternative transit routes. The different technologies that will be considered include bus, waterway transit, light-rail, commuter-rail, and heavy-rail.

PROJECT PURPOSE AND NEED:

Travel along the eastern portions of the three counties, mainly along I-95, U.S. 1 and Old Dixie/Federal Highway, has become increasingly difficult due to growth in development and traffic. Due to the area's economic growth, the need for freight transport along the existing railways into the area's airports and seaports has also increased. Therefore, a regional solution is being sought by the study partners to relieve roadway congestion along the roadways while providing the needed freight transport to the area. Additional transit service along the corridor would provide connectivity to existing and proposed transit (Tri-Rail, Metrorail, Miami streetcar, East-West Line in Broward). It would connect to the three major airports, Miami International, Fort Lauderdale-Hollywood International and Palm Beach International as well as the four regional airports within the tri-county area, and to the seaports, Port of Miami, Port Everglades and Port of Palm Beach.

(Continued on Page 2)

EXHIBITS ATTACHED: [Exhibit 1 – South Florida East Coast Corridor Transit Analysis Project Fact Sheet](#)


Exhibit 2 – Presentation (To be distributed under separate cover)

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

SUMMARY EXPLANATION AND BACKGROUND: (Continued)

The study will also seek to assure that the increasing flow of freight to and from the seaports and airports adjacent to the FEC Railway is not affected if those tracks are shared with passenger rail service. Such sharing has been achieved successfully in many other areas of the country.

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

Recommended by:  9/13/06
Department Director Date

Approved by:  9/13/06
Contracts Director Date

Authorized by: 
Executive Director Date


Approved as to Form by: _____
General Counsel Date

SOUTH FLORIDA EAST COAST CORRIDOR
REGIONAL TRANSIT ANALYSIS STUDY UPDATE

Recommended by _____
Department Director Date

Approved by _____
Contracts Director Date

Authorized by _____
Executive Director Date

Approved as to Form by  9/11/06
General Counsel Date

South Florida East Coast Corridor Transit Analysis

PROJECT FACT SHEET



<http://www.sfecstudy.com>

March / April 2006



PROJECT FACT SHEET

State Roads:	US-1 (SR-5), Dixie Highway (SR-811)
Rail Corridor:	Florida East Coast (FEC) Railway
Financial Management No.:	417031-1-22-01
Federal Aid Project No.:	FTAX004
FTA Grant No.:	FL-90-X372-07
Counties:	Miami-Dade, Broward, Palm Beach
Project Manager:	Scott P. Seeburger

Description of Work:

PD&E study (Tiered Programmatic Environmental Impact Statement) for a South Florida East Coast Corridor Transit Analysis (SFECCTA) from Miami (Central Business District at Port of Miami) to the Palm Beach/Martin County Line (County Line Road). A Project Location Map is enclosed.

Project History:

- 1989 – The State of Florida acquired a 72-mile section of the CSXT rail corridor from CSXT Railroad. This section is now called the South Florida Rail Corridor (SFRC) used by Tri-Rail, Amtrak and CSXT. CSXT retained a freight easement. The Florida East Coast (FEC) Railway was considered but was not available from FEC Industries at that time.
- 1993 – The Florida Department of Transportation FDOT completed a Transit Corridors Transitional Analysis which analyzed, in broad terms, the feasibility of various proposed transit corridors in Miami-Dade County, including the Northeast Corridor, which extended from Downtown Miami to the Broward County line along the FEC corridor.
- 2002 – Miami-Dade County initiated a consultant selection process for the performance of an Alternatives Analysis (AA) of the Northeast Corridor in 2002. This corridor segment is 13.6 miles in length.
- 2003 – The Florida Legislature established Florida's Strategic Intermodal System (SIS), a statewide network of high priority transportation facilities making up the core of Florida's transportation system.
- 2003 – The South Florida Regional Transportation Authority (SFRTA) begins Jupiter Corridor Alternatives Analysis. This corridor is 15.7 miles in length.
- 2004 – FEC Industries, the owner of the FEC Railway Corridor, requested the SFRTA to coordinate an overarching regional study of the entire corridor in the three (3) counties. FEC Industries indicated that it would not be possible for them to consider public use of the FEC right-of-way for transit when the corridor is being planned in a piecemeal way in individual, uncoordinated segments by different sponsoring agencies with uncoordinated project implementation schedules. Meetings involving the SFRTA, three MPOs, Miami-Dade County, and the FDOT were held and all agreed that FDOT District IV would be the lead agency for this project including contract award, and that all planning in the corridor would be discontinued and merged in with the larger study.

- 2004 – Both the SFRTA and Miami-Dade County incorporated the Jupiter Corridor Alternatives Analysis and the Northeast Corridor Study, respectively, into the forthcoming FDOT-led regional AA study of the Florida East Coast Corridor to encompass Palm Beach, Broward and Miami-Dade counties. The study limits were to extend from Downtown Miami to Jupiter, a corridor length of more than 82 miles. In July 2004, the SFRTA's Planning and Technical Advisory Committee also recommended that the Jupiter Corridor AA Study be folded into FDOT's study. The SFRTA Board of Directors had agreed to this FDOT request so that a concise study of the FEC Railway Corridor could proceed. The study was scheduled to begin in the spring of 2005.
- 2004 In November 2004, the FDOT selected the study consultant and began scope refinement and negotiations.
- 2005 Contract negotiations result in agreement on conducting a two-tiered Alternatives Analysis & Programmatic Environmental Impact Statement project. Contract execution was issued in July 2005, with Notice to Proceed delayed until September 2005 due to transferring study funds from FHWA to FTA.
- 2005 – FDOT begins the SFECCTA with Agency Kickoff Meetings held on December 12th (Miami-Dade County), December 15th (Broward County), and December 19th, 2005 (Palm Beach County) and the Advance Notification (AN) was mailed out on January 23rd, 2006. The AN is posted and available at the project website (go to the following link of the project homepage - <http://www.sfecstudy.com/documents.html>)

Project Schedule:

The Study began in September 2005 with the expectation of a Class 1 (Tiered PEIS) Class of Action. A Transit Feasibility and Alternatives Analysis will be conducted in Tier 1 of the PEIS beginning with the AN. Traditional AN circulation supplements and provides a source of information for the federal and state resource as well as regulatory agencies participating in Florida's Efficient Transportation Decision Making (ETDM) Process, which this project is included in at the District 4 ETDM site (<http://etdmpub.fl-aetat.org/website/PublicInfo/jsp/district4.jsp>). While Tier 1 Analysis consists of a Regional Transit Alternatives Analysis, Tier 2 Analyses will consist of subsequent Sectional Alternatives Analyses (per independent section of the SFECCTA study area). The Tier 1 Draft PEIS is scheduled to be completed in August 2006 with the Tier 1 Final PEIS scheduled for completion in January 2007. The study should then transition to Tier 2 in April 2007. Tier 2 is envisioned to be in segments with an estimated range of 1.5 to 3.0 years for segmental studies, followed by Design/Right-of-Way Acquisition of 1.5 to 4.0 years and, finally, construction of operable segments from 1.5 to 5 years. This can be summarized as an estimated "short schedule" of 6 years through construction or a "protracted schedule" of 12 years through construction of all operable segments.

Project Costs:

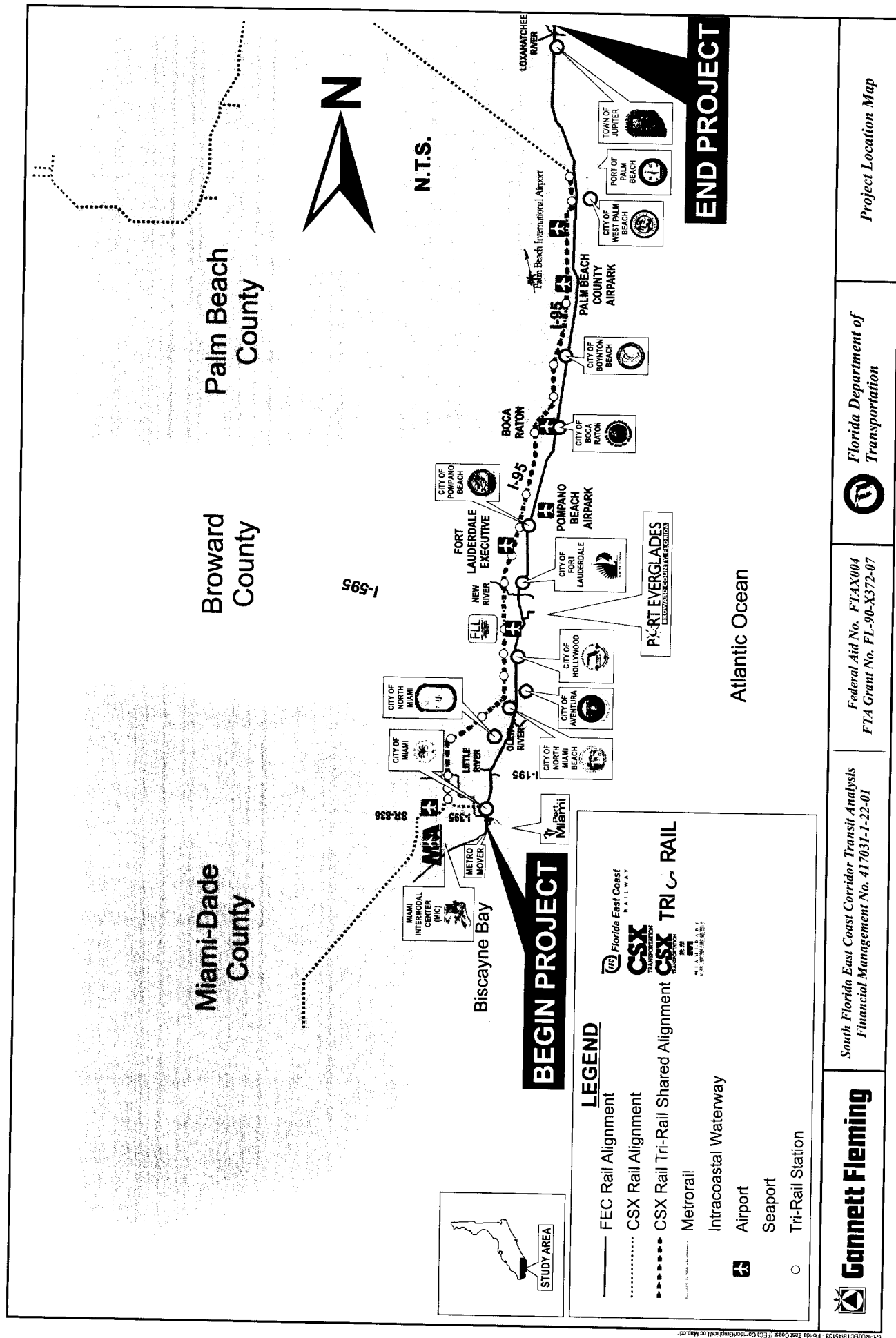
- PD&E Phase: \$4.0 Million for Tier 1 PEIS , Tier 2 Segmental Draft EIS costs to be determined (TBD) on an individual segment basis.
- Estimated Construction Costs: TBD – Will depend on alignment, technology, number and type of stations and other factors.

- Estimated Right-of-Way Costs: TBD – Will depend on alignment, technology, number and type of stations and other factors.

Project Issues:

- Schedule/Streamlining the NEPA Process (ETDM Process, etc.)
- Alternative Alignments and Technologies/Political Jurisdiction Boundaries
- Significant Impacts:
 - Environmental impacts (wetlands, other natural communities)
 - Noise impacts
 - Socio-economic impacts
 - Station placement
 - Controversy Potential

For more information, please visit the project website at <http://www.SFECCStudy.com>





Engineering & Construction Executive Summaries August 2006

Segment 5 Construction, August 2006

To date, all **43.4 miles** of double tracking are in service under the Segment 5 Project (Work Area 1 = 3.8 miles, Work Area 2 = 5.8 miles, Work Area 3 = 5.1 miles, Work Area 4 = 4.5 miles, Work Area 5 = 5.4 miles, Work Areas 6 & 7 = 5.9 miles, Work Area 8 & 9 = 7.8 miles, Work Areas 10 & 11 = 4.0 miles, and Work Area 12 = 1.1 miles).

Substantial Completion has been issued for all 12 Work Areas, all 7 Sound Barrier Walls, all 11 bridges, and all 10 stations. Substantial Completion has not been issued for the West Palm Beach Operations Building, or the West Palm Beach Layover Facility. The DEP Permit has been issued by the Palm Beach Department of Environmental Protection for the West Palm Beach Operations Building. Connection of the West Palm Beach Operations Building waste system to the City Sewer System is planned for the week of September 5, 2006. Following this connection, substantial completion of the Operations Building will be issued. The West Palm Maintenance Facility needs a grounding test report to obtain substantial completion. Project Substantial Completion will be issued following substantial completion of West Palm Beach Operations Building and Maintenance Facility.

During this reporting period punch list work continued on stations and the West Palm Beach Operations Building and Layover Facility. As of August 30, 2006, 114 punch list items remain open. During August, re-inspections were performed for ADA compliance at the Hollywood Station and the West Palm Beach Operations Building and Layover Facility. All ADA re-inspections were completed and certificates issued without exceptions.

New River Bridge Construction, August 2006

Completed to date are: all forty drilled shafts with CSL test results; thirty-eight columns; two end bents and forty pier caps. This constitutes completion of all substructure work. For the Turnover process, bearing pads, keeper blocks and diaphragms are considered part of the superstructure.

To date, beams have been installed at Spans 1 thru 14 and 16 thru 28. To date, diaphragms for Spans #1 to #14 and #16 thru #26 have been completed plus 50% of the diaphragms for span 27.

To date, concrete decks have been placed on spans 1 through 14 and 16 through 24.

At the south end of the Project, all 514 T-Wall panels are installed. The contractor completed installation of pre-cast curbs on the east side and parapet walls on the west side.

At the north end of the Project, all 555 T-Wall panels have been installed.

To date, 4,919 lf out of 5,779 lf of Wall A panels have been fabricated. Starting this month, Wall A panels have been installed on spans 1, 2, 3 and 5 through 13.

The July 2006 Schedule Update 27NR (data date of July 31, 2006) with a February 12, 2007 forecasted Substantial Completion date was accepted with comments by SFRTA/PMC. Schedule Update 28NR is currently under review.

PMC is currently reviewing the cost proposal regarding the Bascule Bridge delays (CO#38).

WGI Cost Control – WGI's Payment Application No. 31 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on August 8, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during July 2006. As of July 31, 2006, WGI has expended \$49,496,479.84 (88.51%) of the contract price (\$55,924,505.03). Also, it has passed the current contract substantial completion date of May 26, 2006, which yields 1,055 days of the Contract duration (excluding Bascule Bridge impact time extension).

Segment 5 Project Status Executive Summary for August 2006

CONSTRUCTION

All Segment 5 Double Track areas are now in service – Total Number: 12 Work Areas (7 in Palm Beach County, 4 in Broward County and 1 in Miami-Dade County). To date, Substantial Completion has been issued for the track/civil/ROW for Work Areas 1 – 12. Substantial Completion was also issued for Sound Barrier Walls 1 – 7; Mangonia Park, West Palm Beach, Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Ft. Lauderdale, Sheridan Street, *Hollywood* and Metrorail Stations; and the following bridges: WPB Stub Culvert, WPB C-51, Boynton Beach C-16, E-4N, Lateral L-30, Lake Ida Outlet, C-15, E-4S, NFNR C-12, C-10 Spur and C-10.

- **Work Area 1 (3.8 Miles)** double tracking complete and in service.
- **Work Area 2 (5.8 Miles)** double tracking complete and in service.
- **Work Area 3 (5.1 Miles)** double tracking complete and in service.
- **Work Area 4 (4.5 Miles)** double tracking complete and in service.
- **Work Area 5 (5.4 Miles)** double tracking complete and in service.
- **Work Areas 6 & 7 (5.9 Miles)** double tracking complete and in service.
- **Work Areas 8 & 9 (7.8 Miles)** double tracking complete and in service.
- **Work Areas 10 & 11 (4.0 Miles)** double tracking complete and in service.
- **Work Area 12 (1.1 Miles)** double tracking complete and in service.

Bridges - Total number: 24 bridges at 12 water crossings (11 new, 13 replacement and/or 8 rehabilitation).

- All 11 New bridges are complete *including punchlist items*.
- Demo & Replace bridges: four are complete - WPB Stub culvert (ML1), Lake Ida Outlet (ML1), C-10 (ML2), and E-4N (ML2); one is deleted from project scope - Dania Cut-Off C-11 (ML2).
- All 8 Rehabilitated bridges are complete: WPB C-51 (ML2), Boynton Bch C-16 (ML1), Lateral L-30 (ML2), C-15 (ML2), E-4S (ML1), NFNR C-12 (ML1), C-10 Spur (ML2) and Dania Cut-Off C-11 (ML1).

Earthwork

- Earthwork is complete in Work Areas 1 – 12 and all punchlist items completed.

Grade Crossings - 70 total grade crossings (39 required trackwork & full closure work, 31 required full closure work only).

Work has been performed at 69 crossings (All 39 trackwork and full closure crossings are complete; 30 of 31 upgrade crossings have the civil work and signal work complete including punchlist items. NW 36th Street crossing still needs exit gate arms installed but will not be installed under Segment 5 Contract due to modifications needed due to a signal bridge installed last year after Hurricane Wilma.

I-95 Sound Barrier Walls (1-7)

- Walls 1, 2, 3, 4, 5, 6, and 7 in Palm Beach County have been completed and turned over to FDOT for maintenance.

Signals

Work Areas 1 – 12 signal tape load testing and commissioning is complete. Signal work at 30 of the 31 upgrade crossings for the installation of exit and pedestrian gates has been completed.

Stations, Layover Facility, and Operations Center

- Construction complete (except punchlist): Lake Worth, Boynton Beach, Delray Beach, new Boca Raton, Fort Lauderdale, Sheridan Street, *Hollywood*, Mangonia Park, West Palm Beach and Metrorail Stations.
- *Substantial Completion remains outstanding at: West Palm Beach Operations and Layover facilities.*
 - *West Palm Beach Operations Building: The DEP Permit has been issued. Connection of the waste system to the City Sewer System is planned for the week of September 5, 2006. Following this connection, substantial completion of the Operations Building will be issued.*
 - *The West Palm Maintenance Facility: A grounding test report is all that's needed to obtain substantial completion.*

Project Substantial Completion will be issued following substantial completion of West Palm Beach Operations Building and Maintenance Facility.

Trackwork

- Trackwork is completed in Work Areas 1 – 12, except for a few punchlist items.

Passenger Information System (PIS)

All 18 stations within the SFRC have the PIS fully operational. All punchlist items have been verified as of March 30, 2006. Simultaneous/independent messaging installation was completed in May 2006

New River Bridge Project Executive Summary for August 2006

CONSTRUCTION PROGRESS: All T-Walls are complete

All forty drilled shafts; forty CSL tests (Shafts 1-40); end bents 1 and 40, all thirty-eight columns; and all forty pier caps have been completed.

To date, all beams have been installed from Spans 1 to 14, 16 to 28 and 3 beams at Span 29. To date, all diaphragms have been fully completed from Spans 1 to 14, 16 to 26 and 50% of Span 27. This month, the contractor completed placing concrete for Deck Spans #16 thru #24. To date, 23 decks have been completed (Spans 1-14 and 16-24).

At the south end of the Project, the contractor continued installation of the precast barriers on the west side of the T-Wall. To date, all 65 precast curb panels have been placed on the east side of the T-wall and all 54 precast barrier/parapet sections have been installed on the west side of the T-Wall. This month, BLD began placing concrete for the Gravity Slabs which tie into the precast barrier panels on the west side of the T-Wall. To date, 100% of the Gravity Slabs are complete.

At the northern T-Wall, the contractor completed installation of T-Wall panels. To date, all 555 of the T-Wall panels have been installed at the north end of the Project.

PERMITS: All SFRTA/Tri-Rail permits acquired

All environmental permits have been received (this includes the United States Coast Guard (USCG) Bridge Permit).

CONTRACT ADMINISTRATION: 42 Change Orders executed to date

Change Notices and Change Orders - To date SFRTA/Tri-Rail has originated and issued 44 Change Notices and executed 42 Change Orders.

Claims - To date, WGI has issued no claims and 13 Requests for Change (RFC). SFRTA/Tri-Rail has agreed to RFCs No. 1, 2, 7 & 9; denied RFCs No. 3, 4, 5, 10, and 11, requested additional information for RFC No. 6 and are reviewing RFCs 12 & 13. WGI has cancelled RFC No. 8.

PROJECT CONTROLS: Schedule Update 27NR

Schedule Control – Schedule Update 27NR (data date of July 31, 2006) with a February 12, 2007 forecasted Substantial Completion date was accepted with comments by SFRTA/PMC. Schedule Update 28NR is currently under review.

PMC is currently reviewing the cost proposal regarding the Bascule Bridge delays (CO#38).

WGI Cost Control – WGI's Payment Application No. 31 was recommended for payment approval to SFRTA/Tri-Rail by the PMC on August 8, 2006. This application was based on earned values and comprised costs for Work progressed on the Project during July 2006. As of July 31, 2006, WGI has expended \$49,496,479.84 (88.51%) of the contract price (\$55,924,505.03). Also, it has passed the current contract substantial completion date of May 26, 2006, which yields 1,055 days of the Contract duration (excluding Bascule Bridge impact time extension).

The PMC has expended \$ 4,668,808.68 (77.92%) of the PMC budget (\$5,992,075.06) and 1338 days (83.0%) of the 1612 days Contract duration through July 31, 2006.

TECHNICAL SERVICES:

SFRTA/Tri-Rail reviewed WGI's Request for Information regarding the main span guardrail detail.

AGENDA REPORT
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
GOVERNING BOARD MEETING
September 22, 2006

AUGUST RIDERSHIP

Total monthly ridership for August has increased 29.3 % when compared to August of last year. Weekday ridership has risen at the rate of 26.4% for August, while the average weekday ridership in August 2006 was 10,315 per day versus 8,160 per day for 2005. Total weekend ridership has increased by 55.7% when compared to last year. Total Fiscal Year ridership is up by 32.3%.

Revenue is shown in Chart 3. Chart 2 shows rider ship month-to-month and Chart 1 combines revenue and rider ship month-to-month.

<u>Riders</u>	Actual August 2006	Actual August 2005	August '06 vs.'05 %	FY 07 Rider ship To Date	FY 06 Rider ship To Date	FYTD '07 vs.'06 %
M-F	237,248	187,672	26.4%	443,179	338,848	30.8%
Saturday	17,195	11,177	53.8%	40,167	28,839	39.3%
Sunday	14,246	9,023	57.9%	33,118	22,691	46.0%
Holidays	0	0	0.0%	2,970	2,332	27.4%
	268,689	207,872	29.3%	519,434	392,710	32.3%

Note: Rider ship figures are based on daily reports from Herzog.

Chart 1 - SFRTA Riders and Revenue Trends

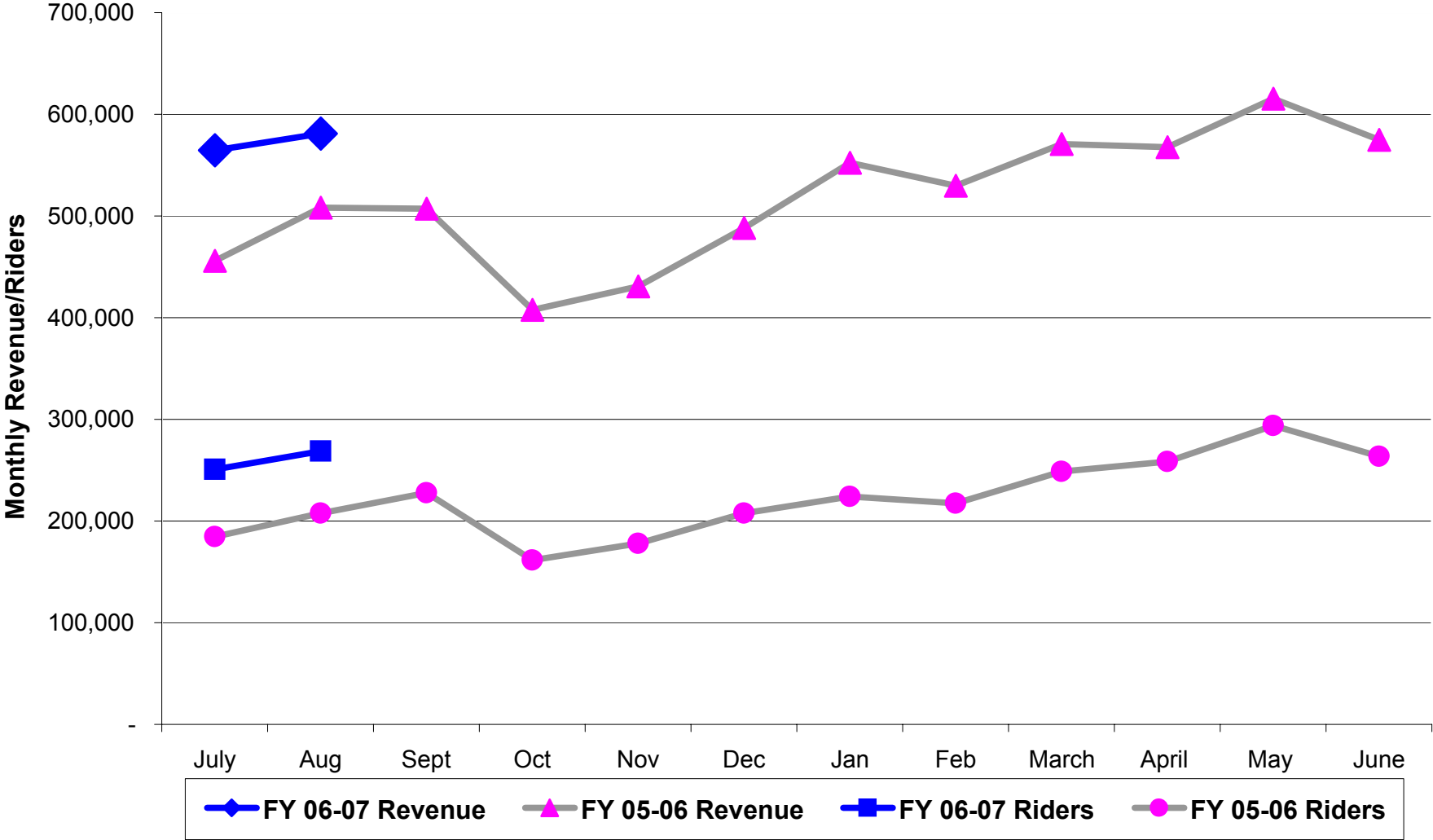


Chart 2 - SFRTA Riders

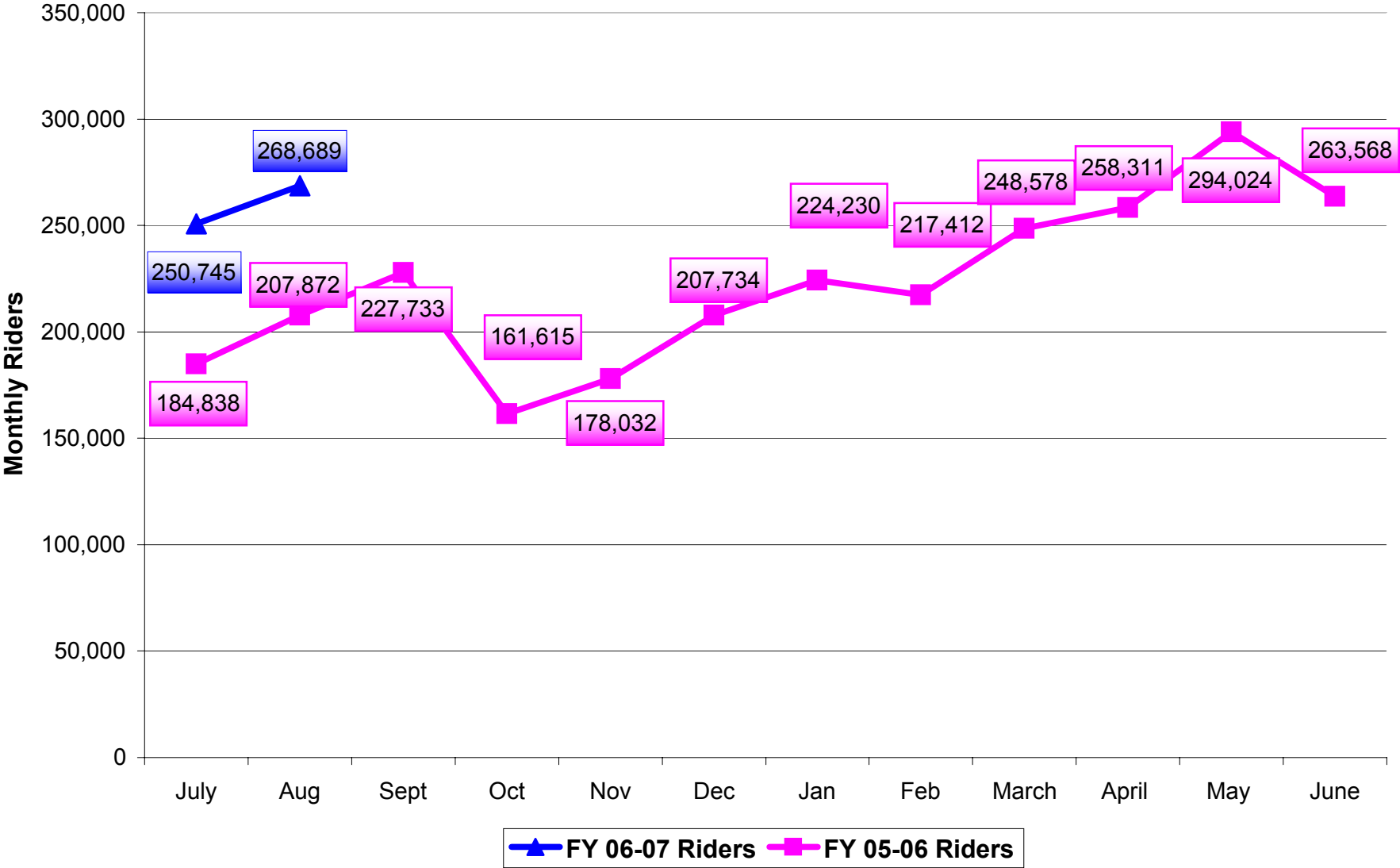
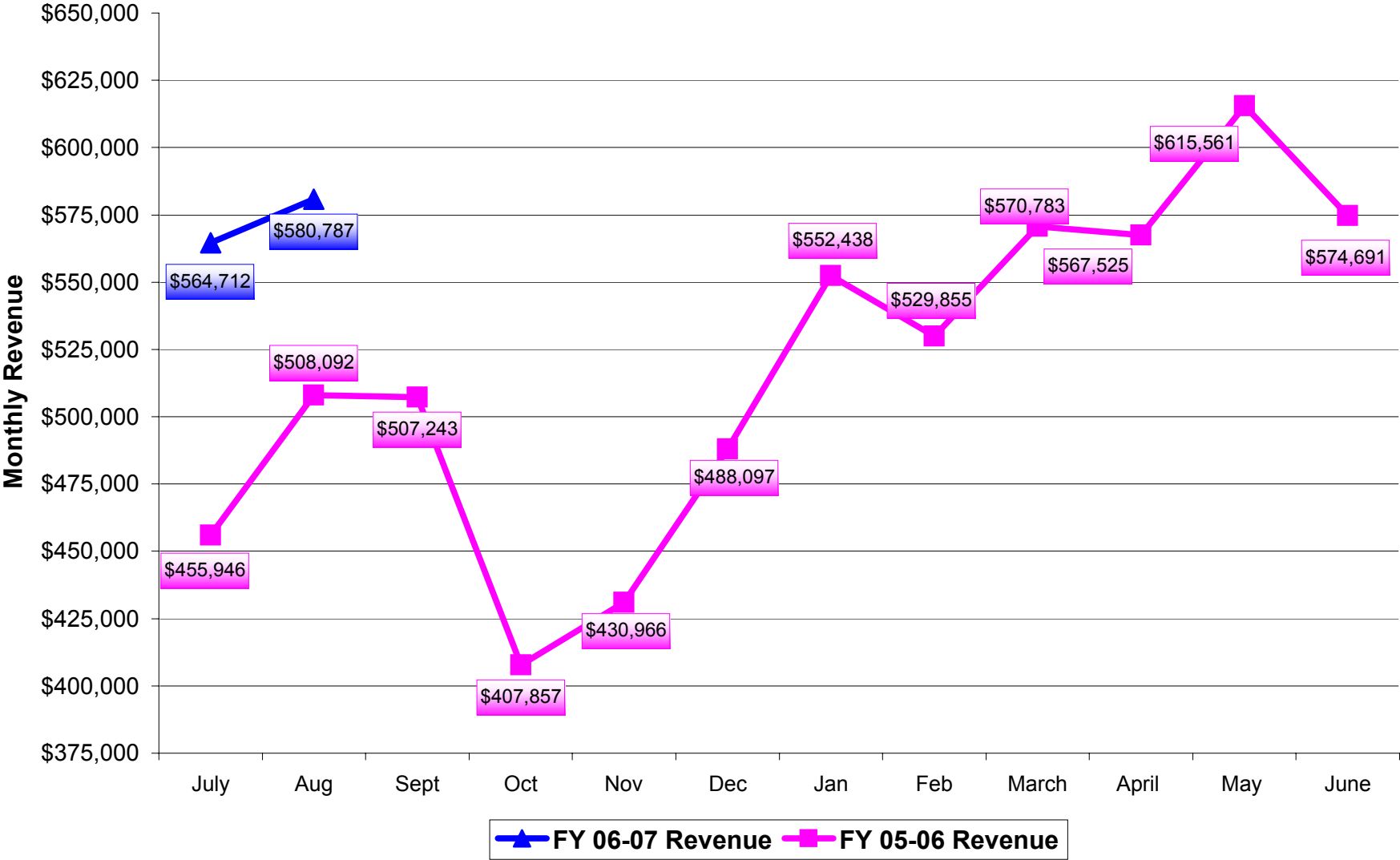


Chart 3 - SFRTA Revenue





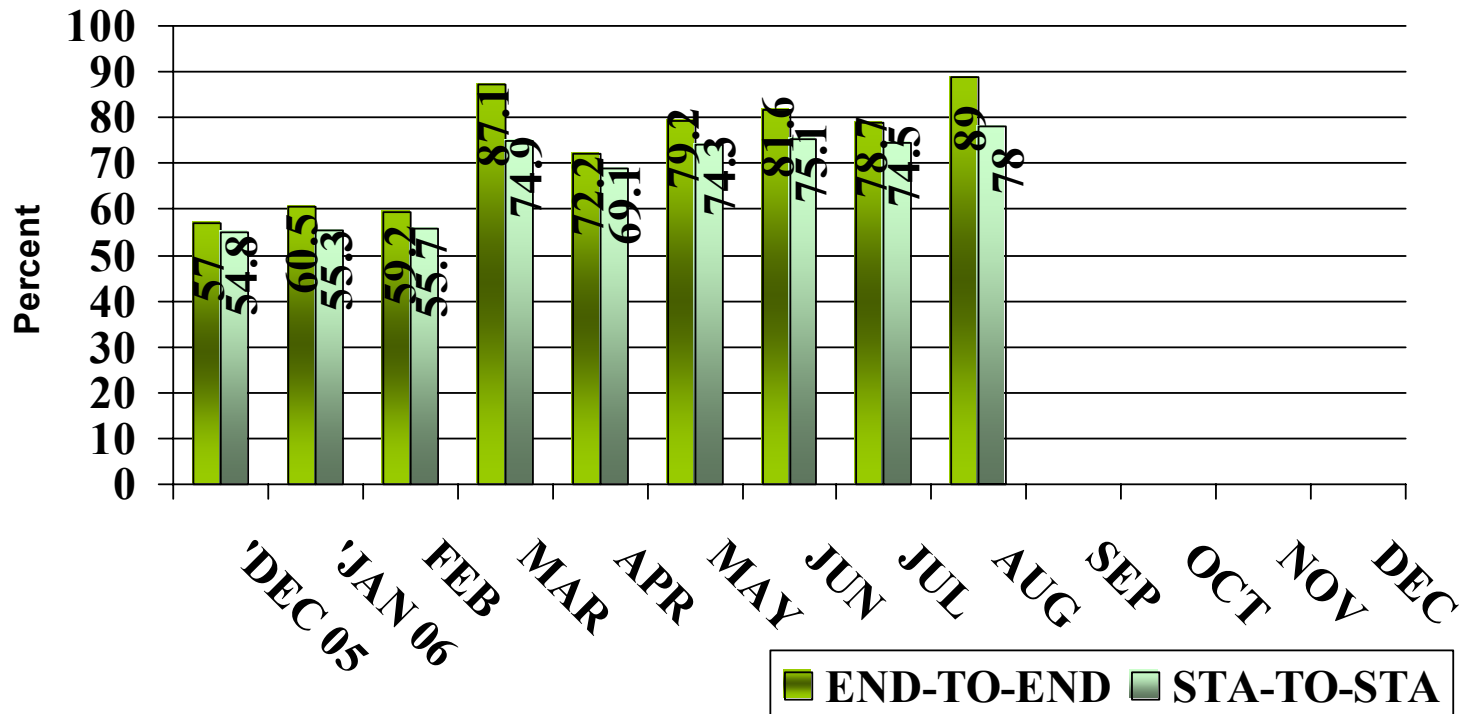
AUGUST 2006 ON TIME PERFORMANCE

Causal Analysis Summary

OTP End To End			89.0%
OTP Station To Station			78.0%
	NUMBER OF INCIDENTS	NUMBER OF LATE TRAINS	PERCENT OF TOTAL TRAINS
DELAY CAUSES			
PD/FD Activity	2	3	0.3%
<u>SUB-TOTAL</u>	2	3	0.3%
<u>CSX AGREEMENT</u>			
CSX FRIEIGHT	2	5	0.5%
LOCAL SWITCHER	5	6	0.6%
JAX DISPATCHER	9	13	1.4%
MOW	6	16	1.7%
<u>SUB-TOTAL</u>	22	40	4.2%
<u>OUTSIDE CSX</u>			
COMMUNICATIONS	1	2	0.2%
SIGNALS	0	0	0.0%
SIGNALS-COMP.	12	22	2.3%
<u>SUB-TOTAL</u>	13	24	2.5%
HTSI MECHANICAL	3	4	0.4%
HTSI TRANSPORTATION	0	0	0.0%
AMTRAK	1	1	0.1%
FEC DELAY	6	9	0.9%
NEW RIVER BRIDGE	2	2	0.2%
WEATHER	1	1	0.1%
ROW FOUL	4	10	1.0%
SFRTA TRANSPORTATION	3	4	0.4%
STATION CONSTRUCTION	0	0	0.0%
OTHER	3	5	0.5%
CSX OPERATIONS	2	3	0.3%
<u>SUB-TOTAL</u>	25	39	4.1%
TRAINS DELAYED		106	11.0%
TRAINS ON TIME		854	89.0%
TOTAL		960	100.0%

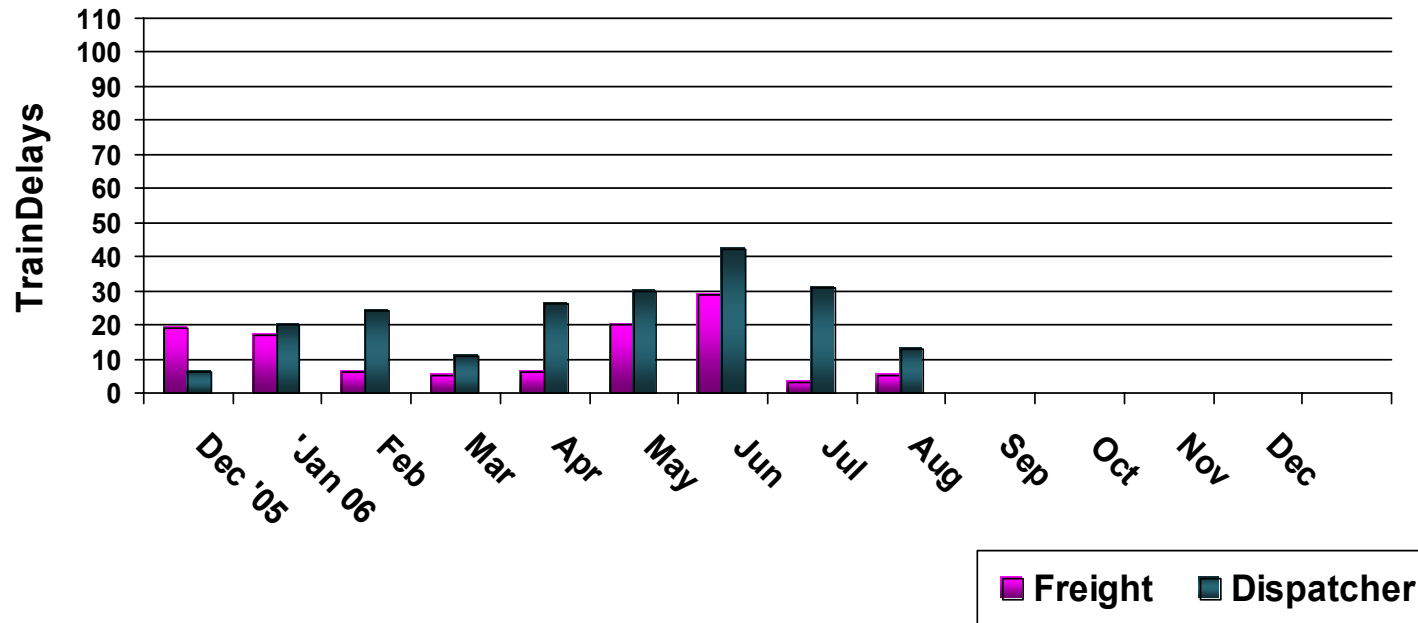


On-Time Performance Calendar Year 2006

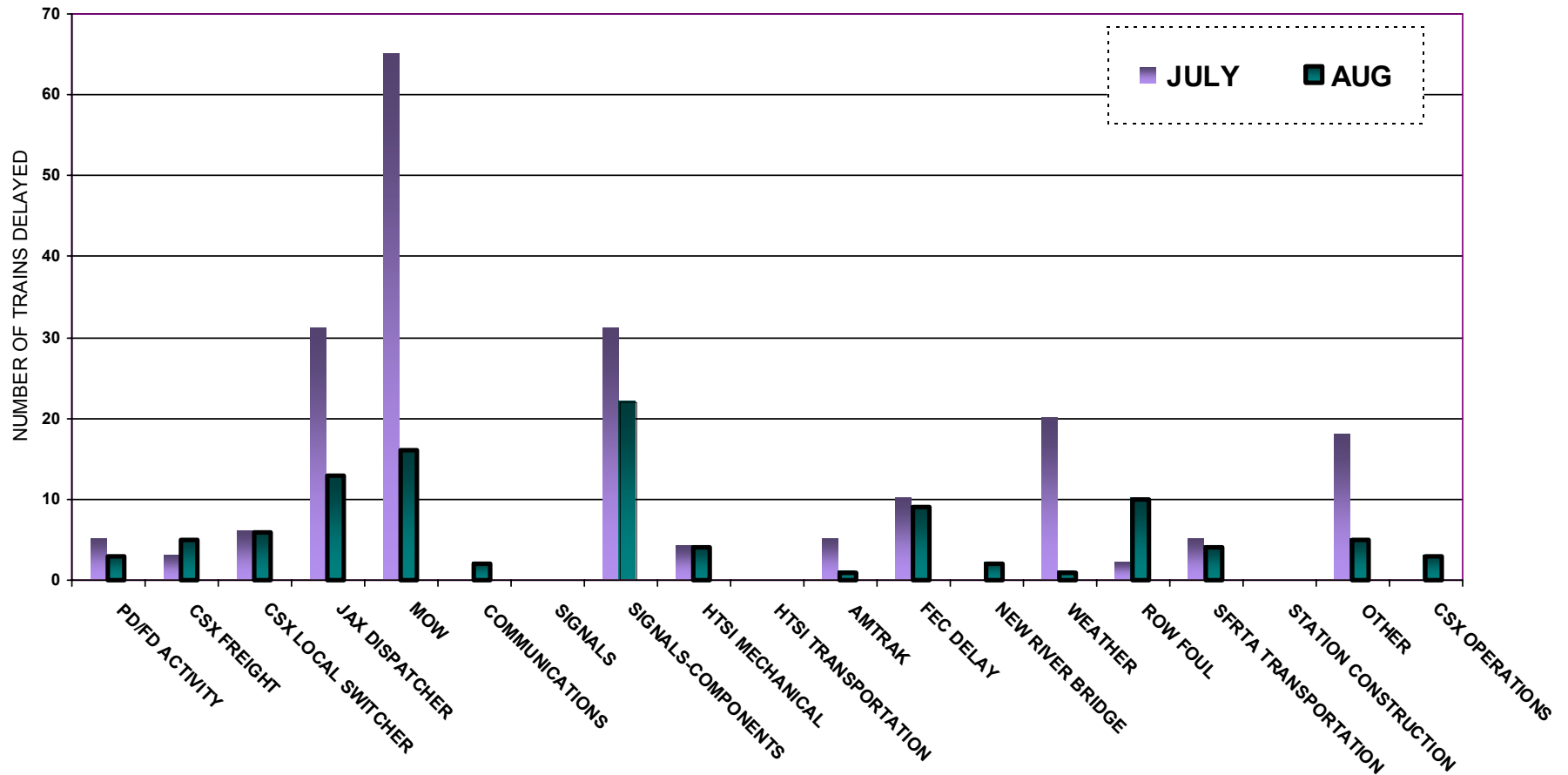




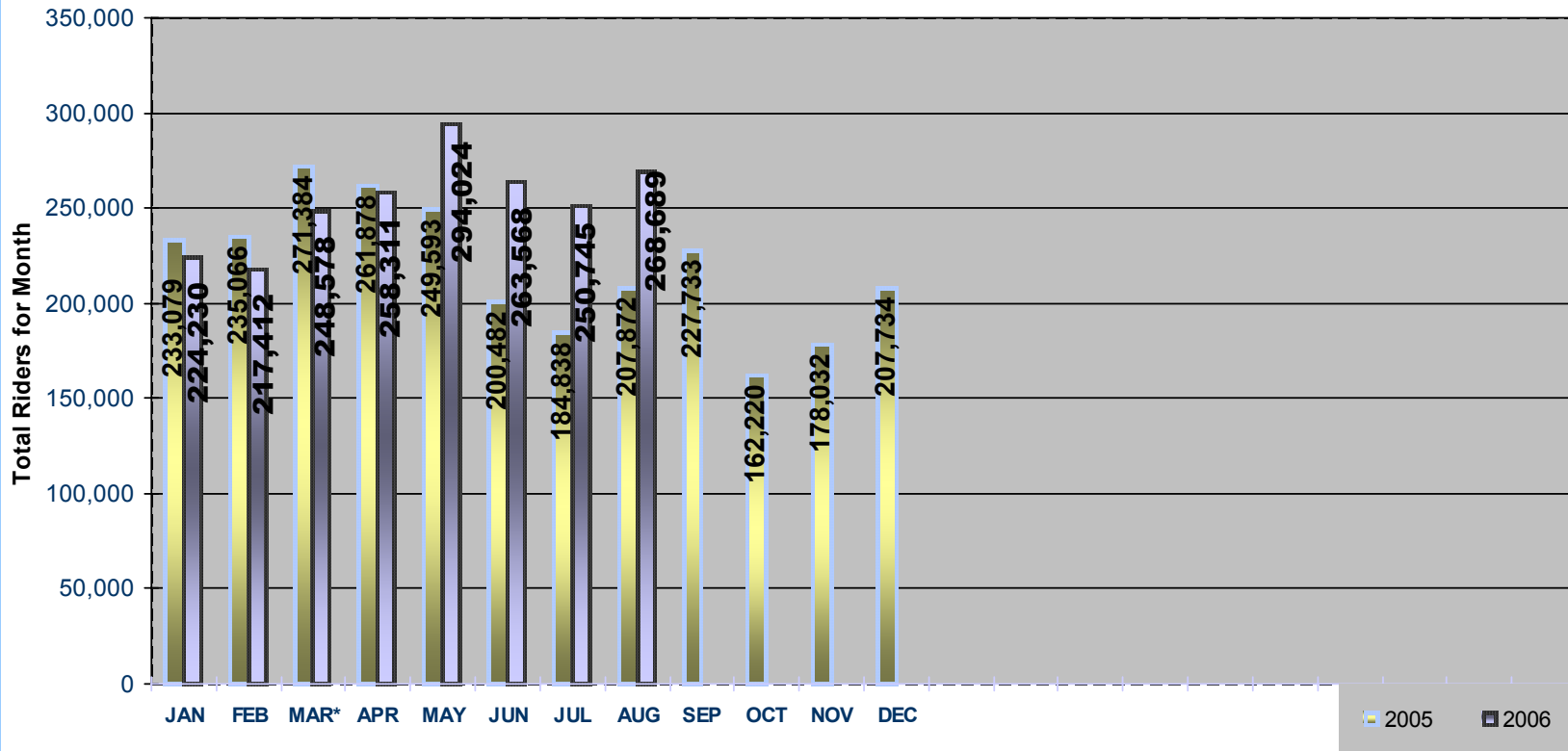
CSXT JAX Dispatcher & Freight Delays 2006



TRAIN DELAYS 2006



SFRTA-Tri-Rail Monthly Ridership 2006

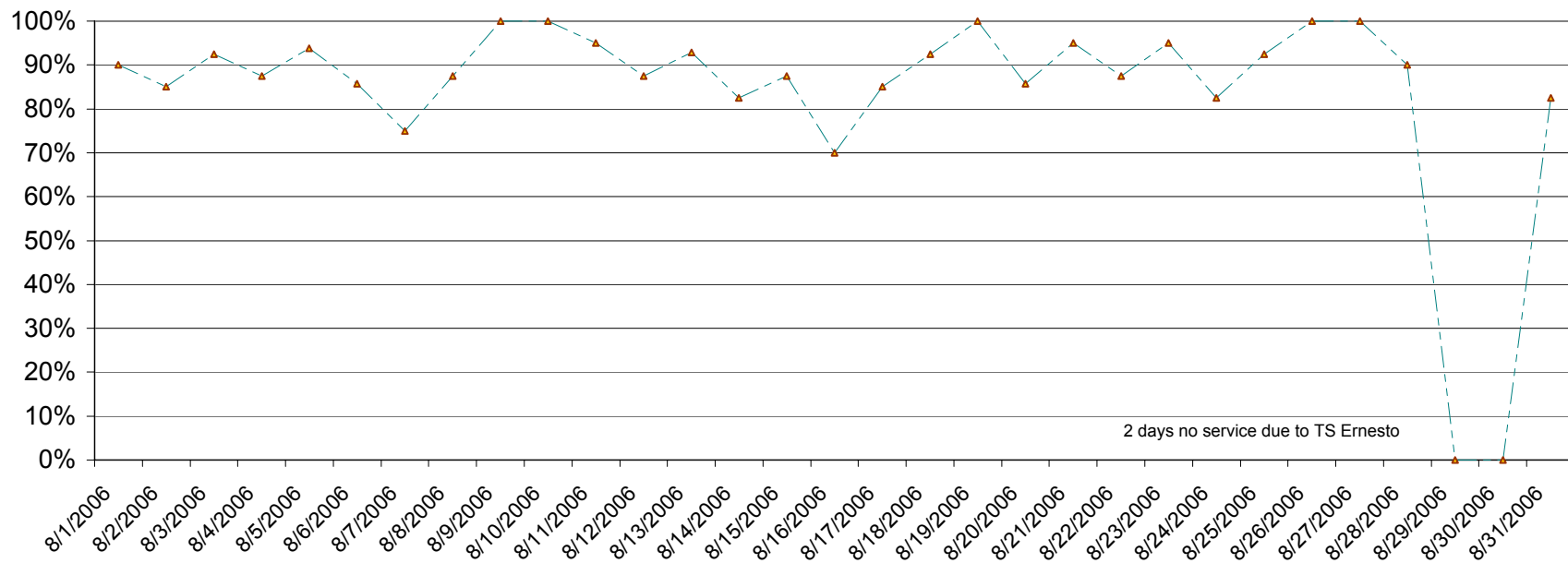


*March 27th 2006 added 10 weekday and 2 weekend trains.

TRI- RAIL
ON TIME PERFORMANCE
END TO END ~ 2000



ON TIME PERFORMANCE
END TO END - AUGUST 2006



AGENDA ITEM D

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY MARKETING DEPARTMENT MONTHLY SUMMARY FOR AUGUST 2006 GOVERNING BOARD MEETING SEPTEMBER 22, 2006

EMPLOYER DISCOUNT PROGRAM

- The Employer Discount Program (EDP) added 20 new employers and 282 new employees during the month of August.
- The total number of EDP tickets recorded as sold in August was 2149 and the total revenue generated was \$94,771.13

The following companies joined the Employer Discount Program (EDP) in August:

Employer	City	Enroll Date
Architectural Studio	Boynton Beach	8-09-06
Central Air Conditioning	Deerfield Beach	8-09-06
Alpine Engineered Products, Inc.	Pompano Beach	8-09-06
Carter and Burgess	Ft. Lauderdale	8-09-06
Rocamar Engineering Services	Delray Beach	8-09-06
Universal Healthcare Services	Pompano Beach	8-09-06
Variety Travel Management Services, Inc.	Miami	8-11-06
Osteomac, Inc.	Pompano Beach	8-11-06
Intertransfers, Inc.	Miami	8-14-06
BioloK International, Inc.	Deerfield Beach	8-23-06
Slashers Printing Centers	Miami	8-23-06
BFW Advertising, Inc.	Boca Raton	8-23-06
Focus Air (Omega Air Holdings, L.L.C.	Ft. Lauderdale	8-23-06
Bistro Café	Ft. Lauderdale	8-23-06
Martinair Holland, N.V.	Miami	8-23-06
Martinair Holland, N.V.	Boca Raton	8-23-06
Moschell and Moschell	Miami	8-23-06
Miami Hispanic Ballet Corporation	Miami	8-23-06
Charles D. Barnard, P.A.	Wilton Manors	8-23-06
Carpenter Contractors of America	Pompano Beach	8-23-06

EDP SALES MISSIONS

August:

Tenet	Boca Raton
Holy Cross Hospital	Ft. Lauderdale
Mercy Hospital	Miami (2 day event)
Lynn University	Boca Raton
City of North Lauderdale	North Lauderdale
Chen & Associates	Ft Lauderdale
JW Sprinkle, Inc.	West Palm Beach
Cyberguard Corp.	Deerfield Beach
Palm Beach County Children & Family	West Palm Beach
Preventive Medicine Testing Center	Ft Lauderdale
City of Hallandale Beach	Hallandale Beach
GE Interlogix	Boca Raton
Palm Beach Atlantic University	West Palm Beach
Architectural Studio	Boynton Beach
Northwest Airlines	Ft Lauderdale
Preferred Care Partners	Miami
Point Blank Body Armor	Deerfield Beach
Cigna Corporation	Offices in various South Florida locations
Knight Foundation	Miami
Lowenstein	Pompano Beach
Air France	Sunrise
AllState Products	Miami
AllState Insurance	Boca Raton
State of Florida 11 th Judicial Circuit	Miami
DC Specialist	Pompano Beach

FDOT

Marketing Staff members and FDOT representatives moved forward to develop plans for the installation of parking lot monitoring devices as part of FDOT's upcoming pilot program diverting vehicles from I-95 and onto Tri-Rail trains during major traffic delays.

TRANSIT WATCH

Marketing staff members worked with Operations staff on the design and implementation of graphic materials and collaterals to be used in the Transit Watch security awareness campaign. Staff members participated in a Transit Watch-related media event at the Tri-Rail/Metrorail Station. The event was designed to alert the general public and transit riders of the importance of being aware of their surroundings and reporting suspicious activities.

NATIONAL LITERACY DAY

SFRTA collaborated with the Palm Beach County Literacy Coalition to promote the National Literacy Day reading of “The Little Engine That Could.” More than two dozen 3-5 year olds came to the West Palm Beach Station for their first train ride and a reading of the book by Channel 5’s traffic reporter, Captain Julie. The event garnered major media coverage in the Palm Beach market.

APTA AWARD

For the fifth consecutive year, SFRTA has taken a first place award in APTA’s annual AdWheel competition. SFRTA won the print category, Group 2, for the direct mail campaign to promote the Employer Discount Program.

COMMUNITY OUTREACH EVENTS

CHAMBERS OF COMMERCE:

Attended: Pompano Beach Chamber of Commerce’s “Business with a Twist” networking event

Attended: Greater Lake Worth Chamber of Commerce’s “Power Networking” event

STUDENTS:

FAU Boca Raton Campus – Participated in five (5) student orientation sessions

SFEC/TMA: SFEC and Marketing staff members coordinated outreach efforts for the upcoming semester at several campus locations.

DOWNTOWN FT. LAUDERDALE TMA

Marketing staff members obtained and distributed fare/transfer information affecting Tri-Rail riders, attended the August Advisory meeting and participated in Marketing Committee activities.

MEET AND GREET:

Marketing staff members coordinated and set up August’s event at the Boca Raton Station

MEMORIAL REGIONAL HOSPITAL:

Marketing staff members provided assistance to FDOT and Memorial Regional Hospital in their efforts to implement shuttle bus service from/to the Sheridan Street Station and the hospital.



EXECUTIVE SUMMARY BUDGETED INCOME STATEMENT

August 2006

Budgeted Income Statement

Revenue:

For August 2006 year-to-date (YTD) actual revenue is up \$67,243 or 6% when compared to the FY 2006/07 YTD budgeted revenue. This can be attributed to an increase in service. SFRTA is still within budget as actual expenses for the year is \$805,443 below budget. (see Expenses below).

Expenses:

Currently, expenses are \$805,443 or 9% below budget. All expenses are well within budget. Staff is continuing to monitor the price of fuel. As of July 1, 2006, the price per gallon was \$2.22.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BUDGETED INCOME STATEMENT
8/01/06 TO 8/31/06

REVENUE	AUGUST 2006 ACTUAL REVENUES	YTD ACTUAL REVENUES	YTD BUDGETED REVENUES	OVER (UNDER) BUDGET	2006-07 ANNUAL BUDGET	BUDGET AVAILABLE
Train Revenue	\$580,787	\$1,145,499	\$1,083,057	\$62,442	\$6,699,974	\$5,554,475
Interest Income / Other Income	34,426	54,801	50,000	4,801	300,000	245,199
Advertising Revenue/Other Revenue	-	-	-	-	-	-
TOTAL TRAIN REVENUE	\$615,213	\$1,200,300	\$1,133,057	\$67,243	\$6,999,974	\$5,799,674
OPERATING ASSISTANCE						
FDOT Operating JPA	1,525,000	3,270,812	3,347,836	(77,024)	\$12,477,000	9,206,188
FDOT Feeder Service JPA	167,927	317,235	443,796	(126,561)	2,662,774	2,345,539
FDOT-DMU Assistance	-	-	-	-	1,100,000	1,100,000
FDOT-Marketing Grant	-	-	-	-	-	-
FHWA	417,296	1,381,171	1,945,455	(564,284)	4,000,000	2,618,829
FTA Assistance	625,944	1,560,944	1,632,199	(71,256)	7,976,418	6,415,474
Counties Contribution	-	-	-	-	12,477,000	12,477,000
Broward Co. Feeder Service	30,647	30,647	55,118	(24,471)	606,294	575,647
Other Local Funding	-	-	9,091	(9,091)	100,000	100,000
TOTAL ASSISTANCE	\$2,766,813	\$6,560,809	\$7,433,494	(\$872,685)	\$41,399,486	\$34,838,677
TOTAL REVENUE	\$3,382,026	\$7,761,108	\$8,566,551	(\$805,443)	\$48,399,460	\$40,638,352

EXPENSES	AUGUST 2006 ACTUAL EXPENSES	YTD ACTUAL EXPENSES	YTD BUDGETED EXPENSES	(OVER) UNDER BUDGET	2006-07 ANNUAL BUDGET	BUDGET AVAILABLE
Train Operations	1,753,855	4,780,820	5,142,101	361,281	27,628,061	22,847,241
Personnel Services	817,974	1,255,974	1,274,795	18,821	8,522,750	7,266,776
Train Fuel Contract	422,912	849,642	918,530	68,888	4,603,828	3,754,186
Feeder Service	262,449	463,606	540,813	77,207	3,694,876	3,231,270
General & Administrative Expenses	96,556	277,997	391,559	113,562	2,157,425	1,879,428
Marketing Expenses	42,657	113,658	171,337	57,679	1,028,020	914,362
Professional Fees	23,823	79,911	184,083	104,172	1,104,500	1,024,589
Reserve	-	-	83,333	83,333	500,000	500,000
Expenses Transferred to Capital	(38,200)	(60,500)	(140,000)	(79,500)	(840,000)	(779,500)
TOTAL EXPENSES	\$3,382,026	\$7,761,108	\$8,566,551	\$805,443	\$48,399,460	\$40,638,352



FINANCE & INFORMATION TECHNOLOGY EXECUTIVE SUMMARY

INVOICES OVER \$2,500

During August 2006, the SFRTA's Accounts Payable division processed 261 invoices totaling \$9,076,800.04 and disbursed 199 checks, excluding payroll, totaling \$8,885,131.01.

Invoices over \$2,500 represent 36.0% (72 checks) of all invoices processed in the month of August, and represent 79.0% of the value (\$7,088,532.65) of all checks processed in August 2006.

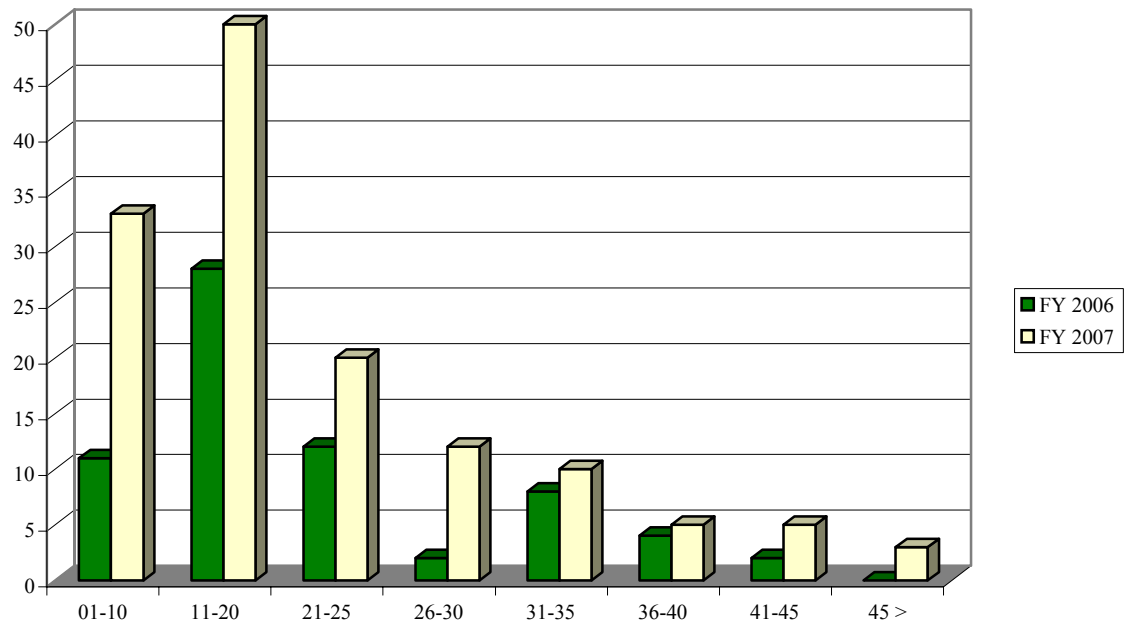
Accounts Payable processed 73.6% (53 checks) of the checks over \$2,500 within 21-25 days, with 80.6% (58 checks) of the checks over \$2,500 processed within 30 days.

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
PAYMENT CYCLE REPORT - AUGUST 2006
FOR INVOICES \$2,500 AND OVER

AGENDA ITEM NO. F

MONTHLY AVERAGE JULY 2006 TO JUNE 2007		MONTHLY AVERAGE JULY 2005 TO JUNE 2006	
INVOICE CYCLE	% OF TOTAL	INVOICE CYCLE	% OF TOTAL
0 -10 Days	23.9%	0 -10 Days	16.4%
11-20 Days	36.2%	11-20 Days	41.8%
21-25 Days	14.5%	21-25 Days	17.9%
26-30 Days	8.7%	26-30 Days	3.0%
31-35 Days	7.2%	31-35 Days	11.9%
36-40 Days	3.6%	36-40 Days	6.0%
41-45 Days	3.6%	41-45 Days	3.0%
Over 45 Days	2.2%	Over 45 Days	0.0%

AVERAGES FOR 2005 and 2006



SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: SEPTEMBER 22, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
AUGUST 1 TO AUGUST 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
OPERATING EXPENSES							
7/5/2006	7/20/2006	8/2/2006	8/8/2006	34	BERGMANN ASSOCIATES INC	Hia Yrd Roof -03/04-06/23/06	2,719.98
7/17/2006	7/27/2006	8/2/2006	8/8/2006	22	BV OIL COMPANY	Train Fuel -07/02-12/06	277,030.83
7/5/2006	7/18/2006	8/2/2006	8/8/2006	34	C2 GROUP LLC	Fed/Leg Consult -06/06	8,167.00
8/2/2006	8/2/2006	8/3/2006	8/8/2006	6	DEPT OF FINANCIAL SVCS	Deferred Comp	7,117.86
7/25/2006	7/25/2006	8/2/2006	8/8/2006	14	FLORIDA POWER & LIGHT	FPL OKEE MAINT -07/06	11,540.10
7/14/2006	8/1/2006	8/2/2006	8/8/2006	25	HERZOG TRANSIT SERVICE	Station Maint -06/06	23,424.50
7/20/2006	7/28/2006	8/2/2006	8/8/2006	19	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -07/01-15/06	63,045.00
7/17/2006	7/27/2006	8/2/2006	8/8/2006	22	MERIDIAN MANAGEMENT	Station Maint -06/06	93,529.18
7/14/2006	7/27/2006	8/2/2006	8/8/2006	25	PALMTRAN	Feeder Svc -06/06	55,555.50
7/17/2006	7/27/2006	8/2/2006	8/8/2006	22	RAIL TECH CONSULTANTS	Hia Yrd Sec -06/06	3,496.50
8/2/2006	8/2/2006	8/3/2006	8/8/2006	6	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	60,101.01
7/21/2006	7/27/2006	8/2/2006	8/8/2006	18	UNUM LIFE INSURANCE	SFRTA Agency Life Insurance	3,796.12
7/20/2006	7/27/2006	8/2/2006	8/8/2006	19	WACKENHUT CORPORATION	Wackenhut W/E -07/09/06	72,440.75
8/11/2006	8/11/2006	8/11/2006	8/11/2006	0	PRE TAX BENEFITS TRUST	SFRTA Agency Pretax Insurance -08/2006	4,052.39
8/11/2006	8/11/2006	8/11/2006	8/11/2006	0	STATE OF FLORIDA GROUP	SFRTA Agency Health Insurance -08/2006	60,331.60
7/28/2006	8/3/2006	8/9/2006	8/14/2006	17	BITNER GOODMAN	Mrkt Pub Relations -06/30/06	36,136.00
7/31/2006	8/4/2006	8/9/2006	8/14/2006	14	CSX TRANSPORTATION	Dispatcher Exp -04/30-07/14/06	33,719.72
7/6/2006	7/14/2006	8/9/2006	8/14/2006	39	HERZOG TRANSIT SERVICE	Base Comp -06/16/06	605,143.00
8/4/2006	8/4/2006	8/9/2006	8/14/2006	10	MANSFIELD OIL COMPANY	Fuel Exp -05/01-15/06	3,990.13
7/14/2006	7/25/2006	8/17/2006	8/18/2006	35	ACS	TVM Comp Support -07/06	20,370.60
8/8/2006	8/16/2006	8/17/2006	8/18/2006	10	BELLSOUTH	REG SUMM -08/01/06	30,113.99
8/3/2006	8/16/2006	8/17/2006	8/18/2006	15	BV OIL COMPANY	Train Fuel -07/19-07/31/06	149,699.85
8/1/2006	8/14/2006	8/17/2006	8/18/2006	17	CONTRACT CONNECTION	Ops Supp -06/06	10,627.36
8/16/2006	8/16/2006	8/17/2006	8/18/2006	1	FLORIDA POWER & LIGHT	Station Utilities -08/06	19,203.73
7/6/2006	8/10/2006	8/17/2006	8/18/2006	42	HERZOG TRANSIT SERVICE	Station Maint -04/06-05/06	39,951.00
8/3/2006	8/16/2006	8/17/2006	8/18/2006	14	LIMOUSINES OF SOUTH FLORIDA	Feeder Svcs -07/16-31/06	75,292.50
8/3/2006	8/16/2006	8/17/2006	8/18/2006	14	MERIDIAN MANAGEMENT	Station Maint -07/17/06	11,374.00
8/18/2006	8/18/2006	8/18/2006	8/18/2006	0	PROLOGIS TRUST	Admin Rent -09/01/06	49,479.08
8/3/2006	8/16/2006	8/17/2006	8/18/2006	14	S FL EDUCATION CENTER	SFEC -07/06	7,264.20
8/2/2006	8/10/2006	8/17/2006	8/18/2006	15	WACKENHUT CORPORATION	Wackenhut W/E -07/23/06	61,193.21
7/31/2006	8/16/2006	8/20/2006	8/20/2006	20	SUNTRUST BANKCARD	Purch Card -08/06	12,895.85
7/28/2006	8/3/2006	8/23/2006	9/1/2006	26	BITNER GOODMAN	Mrkt Consult Svc -06/30/06	2,989.42
8/4/2006	8/22/2006	8/23/2006	9/1/2006	19	C2 GROUP LLC	Fed/Leg Consult -07/06	8,167.00
8/7/2006	8/22/2006	8/23/2006	9/1/2006	16	CAREER BUILDERS.COM	Employment Ads -07/28/06-07/27/07	5,000.00
8/21/2006	8/21/2006	8/23/2006	9/1/2006	2	CITY OF WEST PALM BEACH	WTR/SWR WPB -08/06	2,529.63
8/21/2006	8/21/2006	8/23/2006	9/1/2006	11	DEPT OF FINANCIAL SVCS	Deferred Comp	7,092.86
8/21/2006	8/21/2006	8/23/2006	9/1/2006	11	FLORIDA DEPT OF REVENUE	Unemployment -08/06	7,495.59
8/21/2006	8/21/2006	8/23/2006	9/1/2006	11	FLORIDA DIVISON OF RETIREMENT	SFRTA Retirement -07/06	42,374.90

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: SEPTEMBER 22, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
AUGUST 1 TO AUGUST 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
8/23/2006	8/2/2006	8/23/2006	9/1/2006	0	FLORIDA POWER & LIGHT	Station Utilities -08/06	12,765.37
7/18/2006	7/28/2006	8/23/2006	9/1/2006	36	HERZOG TRANSIT SERVICE	Base Comp -07/01-15/06	625,466.00
8/21/2006	8/21/2006	8/23/2006	9/1/2006	11	SUNTRUST PAYROLL TAXES	SunTrust Payroll Taxes	55,528.66
8/17/2006	8/23/2006	8/28/2006	9/5/2006	11	A GOLDSTEIN & COMPANY	Mrkt Supp -08/09/06	5,536.39
8/21/2006	8/24/2006	8/28/2006	9/5/2006	7	BITNER GOODMAN	Mrkt Supp -08/06	16,174.69
8/21/2006	8/27/2006	8/28/2006	9/5/2006	7	BV OIL COMPANY	Train Fuel -08/08-16/06	204,073.37
8/18/2006	8/27/2006	8/28/2006	9/5/2006	10	HERZOG TRANSIT SERVICE	Station Maint -08/06	36,101.58
8/21/2006	8/27/2006	8/28/2006	9/5/2006	7	LIMOUSINES OF SOUTH FLORIDA	Feeder Svc -08/01-15/06	77,557.50
8/14/2006	8/27/2006	8/28/2006	9/5/2006	14	MERIDIAN MANAGEMENT	Station Maint -07/06	97,933.26
8/14/2006	8/23/2006	8/28/2006	9/5/2006	14	WACKENHUT CORPORATION	Security Officers -08/06	134,951.81
				48	TOTAL OPERATING EXPENDITURES		<u>3,254,540.57</u>

CAPITAL EXPENDITURES

7/11/2006	7/20/2006	8/1/2006	8/1/2006	21	COLORADO RAILCAR	Door Assembly/Opt Trailer -05/06	82,320.00
7/11/2006	7/18/2006	8/1/2006	8/1/2006	21	COLORADO RAILCAR	Car Structure/Flr/Wall -05/06	274,400.00
7/11/2006	7/20/2006	8/1/2006	8/1/2006	21	COLORADO RAILCAR	Platform Trap Door/BLP -05/06	241,080.00
7/28/2006	7/28/2006	8/24/2006	8/24/2006	27	WASHINGTON GROUP INTL	New River Bridge -06/06	1,721,623.18
7/27/2006	7/27/2006	8/10/2006	8/10/2006	14	DMJM HARRIS	Seg 5 Mat -06/06	117,056.82
7/21/2006	7/27/2006	8/18/2006	8/18/2006	28	MID AMERICA CAR INC	Loco Overhaul -04/30-07/20/06	265,080.50
7/3/2006	7/19/2006	8/2/2006	8/8/2006	36	BERGMANN ASSOCIATES INC	UAFC SYS Supp Svc -03/25-06/23/06	47,564.75
7/10/2006	7/28/2006	8/2/2006	8/8/2006	29	CHARLAND RUREY CONSTRUCTION	GG Exp -04/30-05/31/06	93,190.59
6/27/2006	7/27/2006	8/2/2006	8/1/2006	35	CORRADINO GROUP	Gen Plan Consult -05/06	2,507.05
7/19/2006	7/31/2006	8/2/2006	8/8/2006	20	FLORIDA EAST COAST RAIL	Ops Supp -08/06	489,613.65
7/3/2006	7/27/2006	8/2/2006	8/8/2006	36	WACKENHUT CORPORATION	Wackenhut W/E -06/25/06	117,782.45
7/24/2006	8/9/2006	8/9/2006	8/11/2006	18	CHARLAND RUREY CONSTRUCTION	GG EXP -05/30-06/30/06	30,427.51
7/14/2006	8/3/2006	8/9/2006	8/14/2006	31	HERZOG TRANSIT SERVICE	Coach Cap Maint -06/06	16,797.57
8/7/2006	8/7/2006	8/17/2006	8/18/2006	11	CSX TRANSPORTATION	New River Bridge -2/16-4/16/04	42,131.07
7/27/2006	8/14/2006	8/17/2006	8/18/2006	22	PARSONS TRANSPORTATION	Seg 5 Consult Svc -06/06	23,448.83
8/7/2006	8/7/2006	8/17/2006	8/18/2006	11	CSX TRANSPORTATION	New River Bridge -3/24-5/12/06	57,984.59
8/18/2006	8/18/2006	8/18/2006	8/18/2006	0	COPANS ROAD ASSOCIATE	Park Central Off Rent -09/06	8,265.33
7/31/2006	8/9/2006	8/23/2006	9/1/2006	32	ATC INTERNATIONAL	Rolling Stock Sec Cam -07/06	92,770.94
8/1/2006	8/17/2006	8/23/2006	9/1/2006	31	HDR ENGINEERING INC	Holland Pk Mit -06/06	5,023.44
7/21/2006	7/26/2006	8/23/2006	9/1/2006	42	PARSONS BRINCKERHOFF	Veh Insp Svcs -02/18-03/17/06	31,013.34
8/14/2006	8/22/2006	8/23/2006	9/1/2006	18	PARSONS TRANSPORTATION	General Consult Svc -05/06	27,469.54
8/9/2006	8/22/2006	8/23/2006	9/1/2006	23	M&S AIR CONDITIONING	AC unit Suite 200 -08/06	12,195.00
6/28/2006	8/28/2006	8/28/2006	9/5/2006	69	CARTER AND BURGESS INC	Transit Dev --04/01-05/26/06	11,477.78
8/10/2006	8/23/2006	8/28/2006	9/5/2006	26	KIMLEY HORN AND ASSOCIATES	Fund Distribution -06/06	22,768.15
				24	TOTAL CAPITAL EXPENDITURES		<u>\$ 3,833,992.08</u>

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: SEPTEMBER 22, 2006
INFORMATION ITEM: PAYMENTS OVER \$2,500
AUGUST 1 TO AUGUST 31, 2006

RCVD DATE	APPRVD DATE	CHECK DATE	MAILED CHECK	DAYS PROCESS	VENDOR	DESCRIPTION	AMOUNT
Item Total				72	TOTAL OPERATING EXPENSES AND CAPITAL EXPENDITURES		<u>\$ 7,088,532.65</u>

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
BOARD OF DIRECTORS MEETING: SEPTEMBER 22, 2006
INFORMATION ITEM:
SUMMARY OF PAYMENTS OVER \$2,500
AUGUST 1, 2006 TO AUGUST 31, 2006**

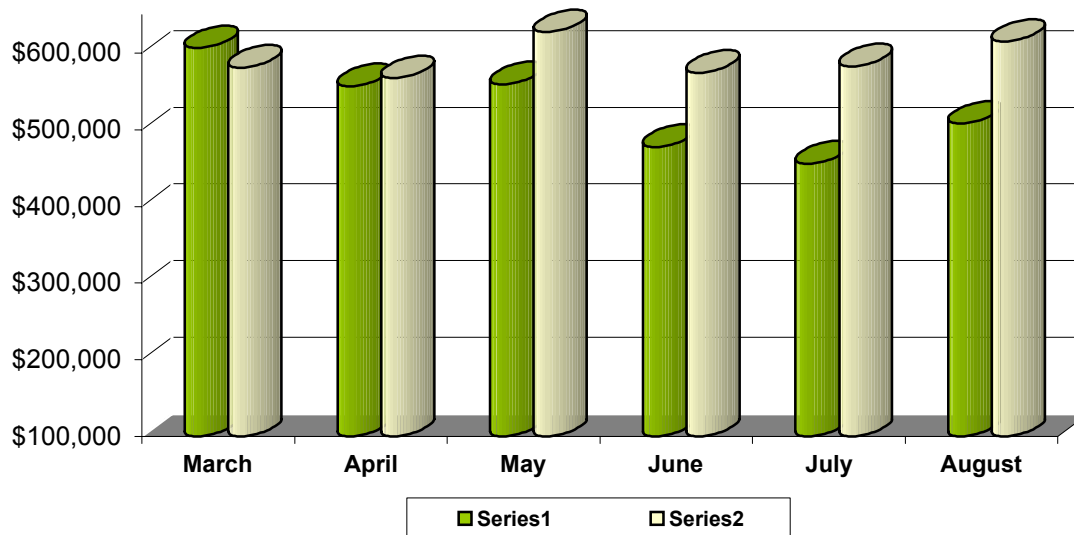
INVOICE CYCLE	NO. INVOICES	PERCENT OF TOTAL	ACCUM %
0-10 days	15	20.8%	20.8%
11-20 days	28	38.9%	59.7%
21-25 days	10	13.9%	73.6%
26-30 days	5	6.9%	80.6%
31-35 days	7	9.7%	90.3%
36-40 days	3	4.2%	94.4%
41-45 days	3	4.2%	98.6%
Over 45 days	1	1.4%	100.0%
TOTAL INVOICES	72	100.0%	

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- AUGUST 2006**

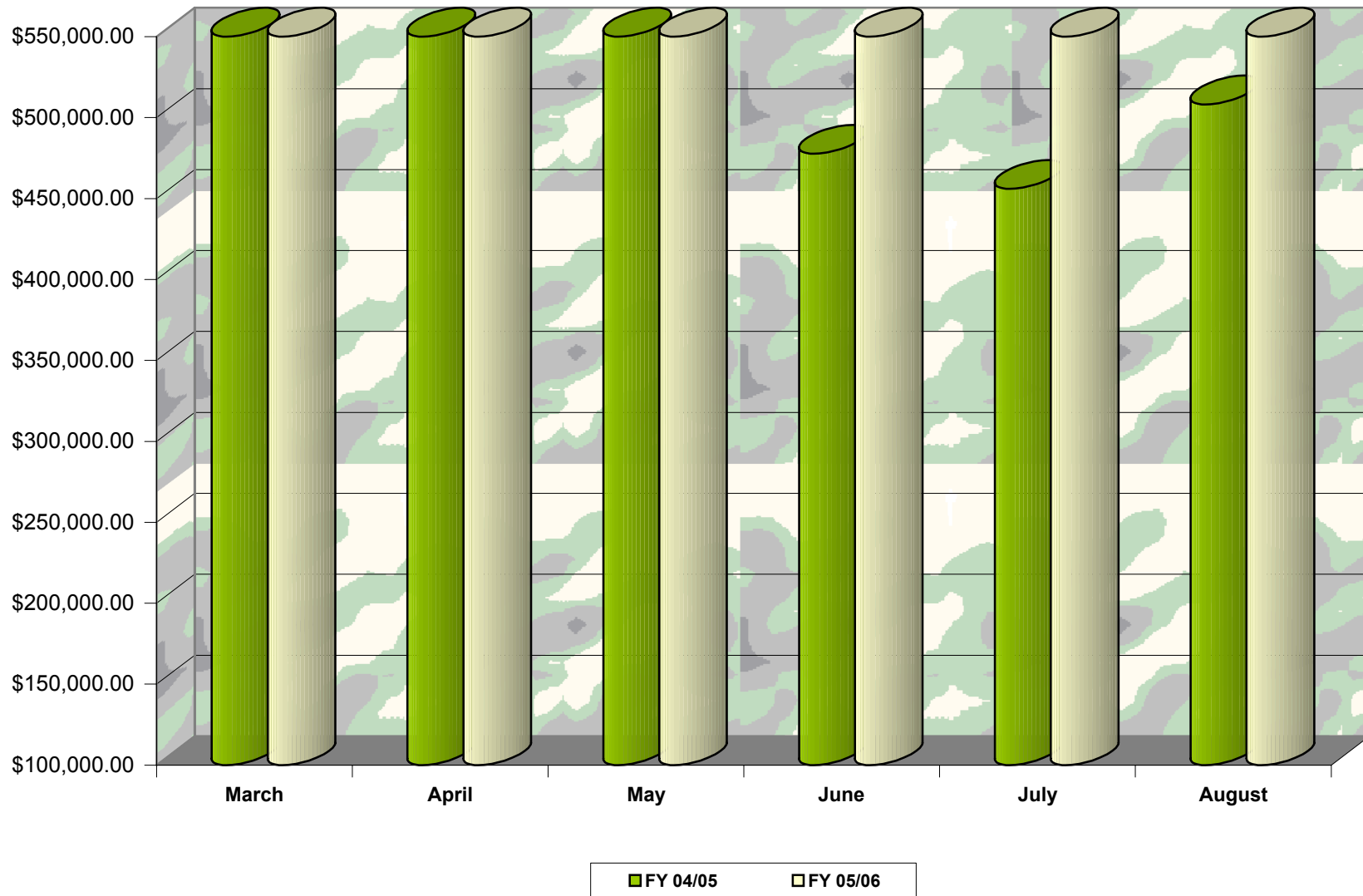
REVENUE - AUGUST 2006

DESCRIPTION	Aug-05	Aug-06	VARIANCE	%
Weekday Sales	452,516	505,946	53,430	11.8%
Weekend Sales	43,031	74,841	31,810	73.9%
Other Income	12,545	34,426	21,881	174.4%
Total Revenue	508,092	615,213	107,121	21.1%

**Revenue Monthly Trends
FY 04/05 and FY 05/06**



**Annual Trends
FY 04/05 and FY 05/06**



**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
REVENUE REPORT- AUGUST 2006**

SALES BY TICKET TYPE	AUGUST 2005		AUGUST 2006		PERCENT CHANGE ⁽¹⁾
Palm Beach Schools	56,000		40,080		(0.28)
Employer Disc. Program	62,073		94,771		52.7%
Group Tour Sales	-		40		100%
Station Sales:					
One-Way	155,367		178,870		15.1%
Roundtrip	87,087		110,156		26.5%
12 Trips	23,951		32,039		33.8%
Monthly	29,820		32,160		7.8%
One-Way Discount	37,436		39,931		6.7%
Roundtrip Discount	24,659		32,568		32.1%
Monthly Discount	19,155		20,173		5.3%
Total Station Sales	377,475		445,895		18.1%
Total Sales	495,547		580,787		17.2%

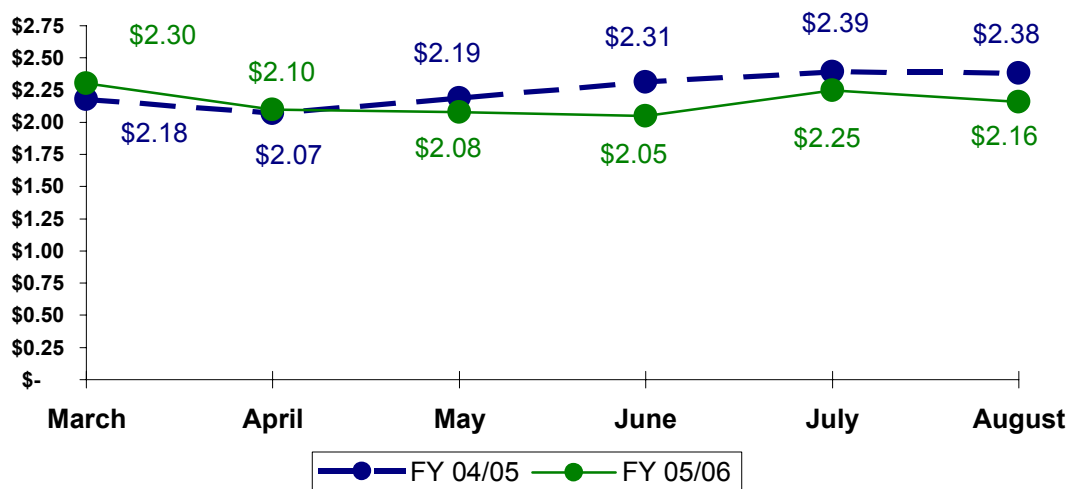
(1) Percent increase or decrease from previous year

AVERAGE FARE

2.38

2.16

**Average Fares
FY 04/05 and FY 05/06**

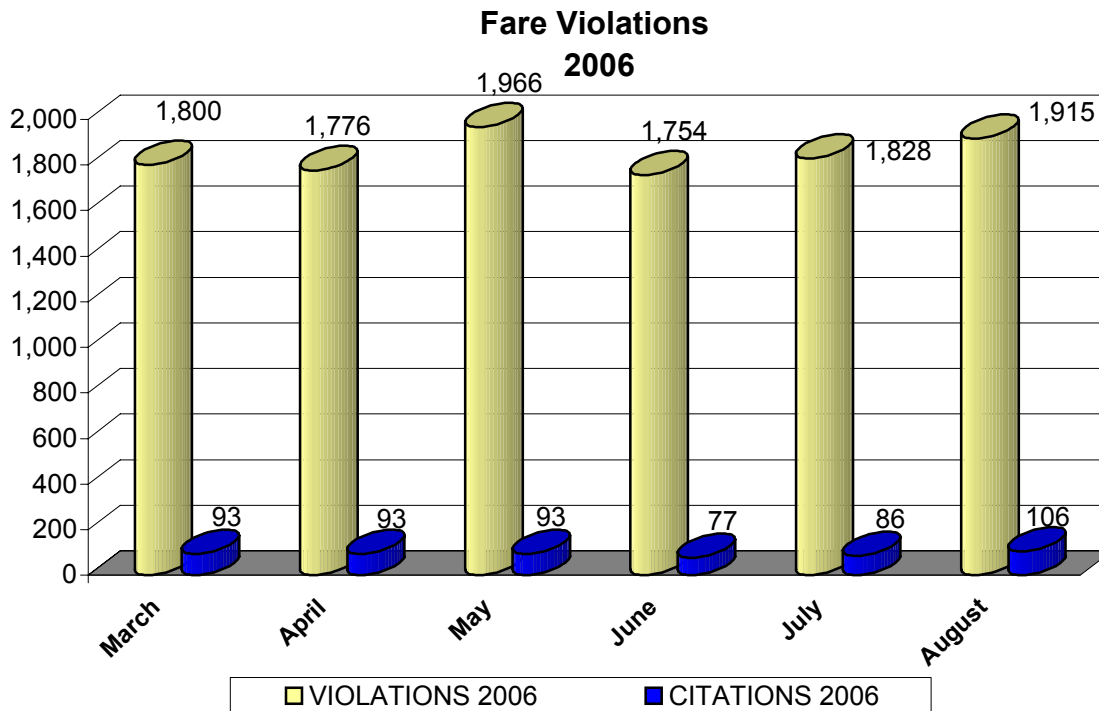


**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FARE EVASION REPORT
MARCH 2006 TO AUGUST 2006**

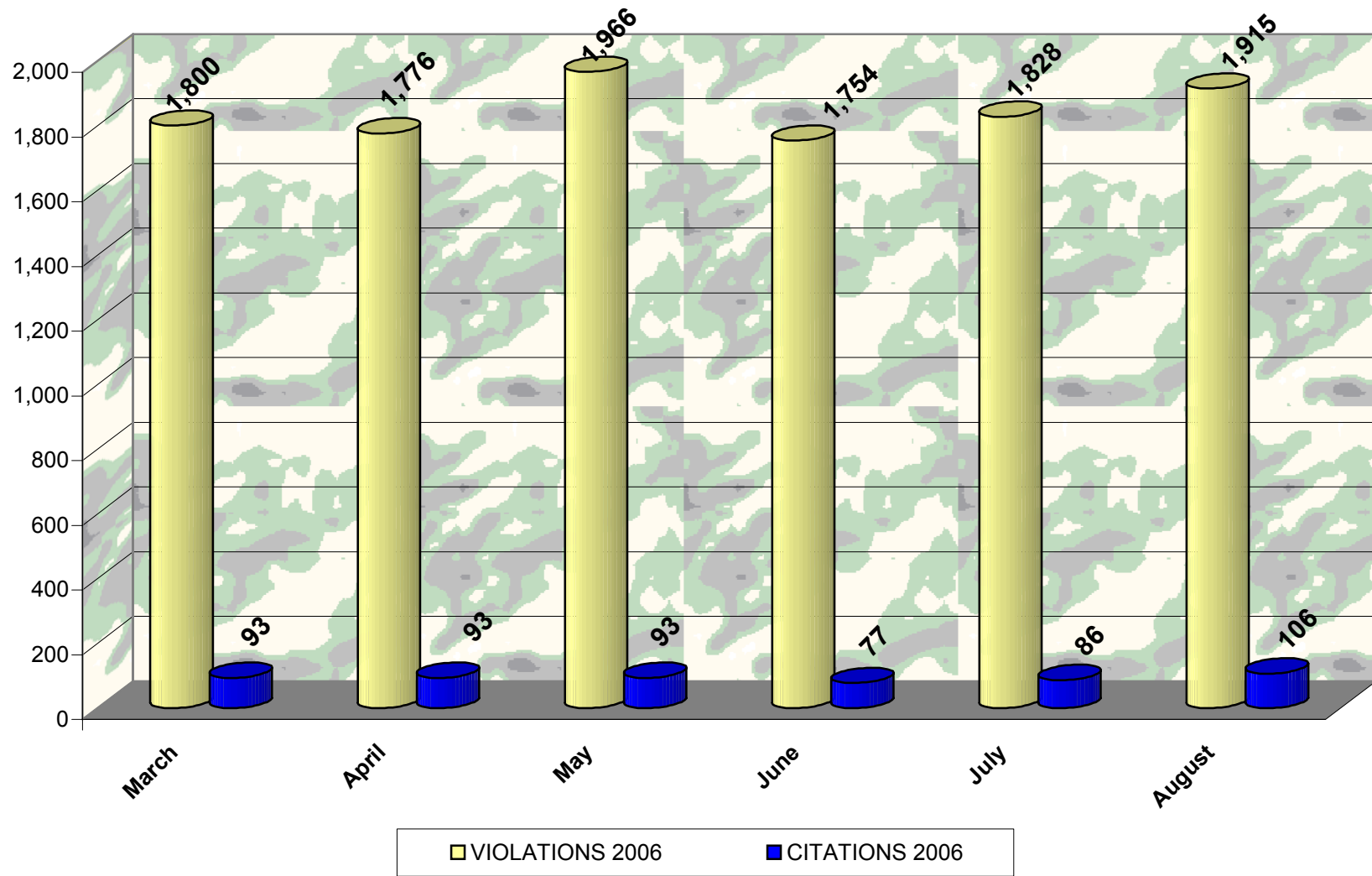
MONTH	TOTAL INSPECTED	TOTAL VIOLATIONS	# OF CITATIONS	# OF WARNINGS	% RIDERS INSPECTED
MARCH 2006	199,736	1,800	93	1,698	80%
APRIL 2006	192,193	1,776	93	1,680	75%
MAY 2006	208,697	1,966	93	1,868	72%
JUNE 2006	188,847	1,754	77	1,675	72%
JULY 2006	178,368	1,828	86	1,738	71%
AUGUST 2006	197,985	1,915	106	1,802	74%
AVERAGE	194,304	1,840	91	1,744	74%

FARE EVASION % **0.97%**

FINES \$ **1,004**



**Fare Violations
FY 05/06**



Solicitation Status Report August 2006

AGENDA ITEM: H

Solicitation Number	Solicitation Type	Description of Services	Estimated Budget	Advertise Date	Document Available	Pre-Submittal Conference	Due Date Bids/Proposals	Award Contract
05-722	RFP	Universal Automated Fare Collection System (UAFCS) Contract Admin.: B. Guida Proj. Mgr.: R. Matthews	TBD	31-Mar-06	25-Apr-06	25-Apr-06	21-Sep-06	Anticipated Fall 2006
06-101	*RFP	Dispatch Services Contract Admin.: R. Becker Proj. Mgr.: E. Byers	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD
06-848	*RFP	Maintenance of Way (MOW) Services Contract Admin.: R. Becker Proj. Mgr.: D. Mazza	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD
06-610	ITB	Engine House Roof Replacement Contract Admin.: B. Kohlberg Proj. Mgr.: E. Byers	\$800,000 - \$950,000	30-Apr-06	01-May-06	11-May-06	01-Jun-06	TBD
06-112	*RFP	Operating Services for SFRTA's Commuter Rail System Contract Admin.: R. Becker Proj. Mgr.: E. Byers	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD
06-113	*RFP	Maintenance Services for SFRTA's Commuter Rail Rolling Stock Contract Admin.: R. Becker Proj. Mgr.: E. Byers	TBD	Anticipated Fall 2006	TBD	TBD	TBD	TBD

*These dates are currently tentative.



**Contract Actions Executed
Under The Executive Director's Authority
For The Month of August 2006**

AGENDA ITEM NO: I

Date Signed	Contract /Purchase Order No.	Contract Action	Amount \$	Term
	No Contract Actions were executed by the Executive Director for the month of August 2006.			

**Contract Actions Executed
Under The
Construction Oversight Committee's Authority
For The Month of August 2006**

AGENDA ITEM: J

Date Signed	Contract No.	Contract Action	Amount \$	Term
08-Aug-06 Contractor Project Justification	00-834 Tri-County Rail Constructors (TCRC) Double Track Corridor Improvement Program - Segment 5 Project To provide for reimbursement for repairs to SFRTA property required as a result of Hurricane Wilma. This Change Order will add to the Contract value. There is no time modification required for this change.	Change Order No. 136	52,700.68	N/A